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Title: **Puyallup School District #3 (Teachers Agreement) and Puyallup Education Association, National Education Association (NEA), (2005) (MOA)**

K#: **800116**

Employer Name: **Puyallup School District #3 (Teachers Agreement)**

Location: **WA Puyallup**

Union: **Puyallup Education Association, National Education Association (NEA)**

Local:

SIC: **8211**

NAICS: **611110**

Sector: **L**

Number of Workers: **1050**

Effective Date: **09/01/05**

Expiration Date: **08/31/08**

Number of Pages: **101**

Other Years Available: **N**

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COLLECTIVE BARGAINING AGREEMENT

**PUYALLUP SCHOOL DISTRICT NO. 3
AND
PUYALLUP EDUCATION ASSOCIATION**

SEPTEMBER 1, 2005 TO AUGUST 31, 2008

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**COLLECTIVE BARGAINING AGREEMENT
PUYALLUP PUBLIC SCHOOL DISTRICT NO. 3
PUYALLUP EDUCATION ASSOCIATION**

THIS AGREEMENT IS MADE AND ENTERED INTO by and between Puyallup School District No. 3 (hereinafter referred to as the "District") and the Puyallup Education Association (hereinafter referred to as the "Association"), as follows:

PART I - ADMINISTRATION AND STATUS OF AGREEMENT
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ARTICLE 1. RECOGNITION

The District recognizes the Association as the sole and exclusive negotiating representative for all regular certificated employees of the District and all regular substitute certificated employees. The term regular substitute certificated employees shall mean substitutes who in the previous school year worked twenty (20) full consecutive days in the same assignment or thirty (30) full days during the year in various assignments. The term Certificated Employees shall include all certificated personnel regularly employed and under contract by the District, or on an approved leave or layoff, excluding all administrative staff. Exclusions for newly created positions shall be reviewed jointly by the District and Association utilizing Public Employment Relations Commission (PERC) guidelines or services if required. Although the Association has functions not herein described, the District recognizes that the function of negotiations is exclusively accorded the Association as the representative of certificated employees as is the function of grievance representation.

Unless otherwise noted, the terms "staff", "certificated staff", "employee" and "certificated employee" shall mean employees of the District covered by this bargaining unit and Collective Bargaining Agreement (CBA).

ARTICLE 2. MANAGEMENT RIGHTS

Consistent with the provisions covered in this Agreement, or those items which are mandatory topics of negotiations, the District shall have the right to carry out management functions as required.

ARTICLE 3. ADMINISTRATION-ASSOCIATION COMMUNICATIONS

Representatives of the Association and the District shall meet regularly during the school year to review and discuss current items of concern or of interest to either party, including this Agreement.

ARTICLE 4. STATUS OF AGREEMENT

Section 4.1. This Agreement shall become effective when ratified and signed by authorized representatives of the District and the Association and may be changed only after written request(s) for amendment by either party and then only by the mutual consent of both parties, with such amendments being arrived at through negotiations and formalized in the same manner as this Agreement.

This Agreement and any amendments hereto shall remain in force until August 31, 2008. Either party shall notify the other party in writing of its intent to amend, modify or terminate the Agreement not less than 120 days, or more than 150 days, prior to the expiration day of this Agreement.

Section 4.2. Both the District and the Association recognize the need for adherence to rules, regulations, policies and this Agreement in carrying out their respective functions. In cases where there is a conflict between this Agreement and said rules, regulations, policies, or individual certificated employee's contracts, or the application thereof, this Agreement shall prevail.

Section 4.3. Any part of this Agreement, or of its application, found to be contrary to law by a tribunal of competent jurisdiction shall be invalid only while contrary, and only to the extent that it is contrary, but such invalidity shall not invalidate any other portion of this Agreement. If any provision of this Agreement is so held to be contrary to law, the Association and the District shall commence negotiations on said provisions to arrive at a valid provision as soon thereafter as reasonably possible.

Section 4.4. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to adversely affect current individual salaries and employee benefits or other provisions which have heretofore been recognized, practiced or accorded by the District.

Section 4.5. Copies of this Agreement shall be printed by the District, made available to prospective certificated employees and distributed to certificated employees within thirty (30) days of contract ratification and Board approval. In addition, fifty (50) copies shall be provided to the Association. Upon hiring, the district shall provide each new certificated employee with a copy of the Collective Bargaining Agreement.

Section 4.6. Appendices. The Appendices are integral parts of this Agreement and by this reference are incorporated herein.

PART II - BUSINESS

ARTICLE 5. PAYROLL DEDUCTIONS

Section 5.1. Dues Deductions

The Association shall have the exclusive right to payroll deduction of dues, assessments and fees required for membership for those certificated employees represented provided, however, that the Association shall present said deductions to the District in one billing which shall change no more than three times per fiscal year, exclusive of the addition or deletion of individuals. Authorization and/or revocation of membership shall be provided to the District on jointly developed forms, authorized and provided to individuals by the Association. In order to be effective, revocation forms shall be returned by individuals to the Association not later than September 11 in order that the Association can deliver said forms to the District by September 12. The District shall continue to provide such deduction service during the period of this Agreement.

Section 5.2. Representation Fee

The terms and conditions of this Agreement in regard to membership in the Association, as a required condition of employment, or alternatively, the payment of an amount equal to Association dues required for membership, as a required condition of employment are as follows:

- A. All certificated employees who are members of the Association shall maintain their membership in good standing in the Association during the life of this Agreement or pay a representation fee pursuant to RCW 41.59.

- B. All certificated employees hired after August 23, 1979, shall become a member of the Association, or alternatively, have deducted from his/her salary a representation fee equivalent to the Association dues required for membership, as a condition of employment.
- C. Certificated employees who were in the employ of the District and not a member of the Association on August 23, 1979, and who notified the Association and the District within the prescribed ten (10) day period that they did not desire to become a member of the Association or pay a representation fee shall not be required to maintain membership in the Association or to pay a representation fee as a condition of employment during the life of this Agreement.
- D. A certificated employee who objects to the payment of representation fees based on bona fide religious tenets or teachings of a church or religious body of which said employee is a member, shall have deducted from his/her salary an amount equivalent to the representation fee, which shall be transmitted to a charitable organization mutually agreed to by such employee and the Association. If the employee and the Association are unable to agree on a charitable organization, the organization shall be determined by the Public Employment Relations Commission (PERC), provided that such organization shall not be the church or religious body described above. The District shall send the Association verification of such transmittal.
- E. Representation fees shall be deducted from employees' salaries in the same manner as Association dues and shall be transmitted to the Association. A suitable record keeping system for application, deduction, payment, transmittal, etc. of representation fees shall be developed jointly by appropriate representatives of the Association and the District.
- F. The Association, solely, shall assume the responsibility of providing such notification as it seems appropriate to bargaining unit members affected by these representation fee provisions and shall also provide a copy of said notification to the District.

Section 5.3. Hold District Harmless

The District shall be held harmless by the Association, including reasonable attorney fees for any attorney mutually approved by the Association and the District, for compliance with Sections 5.1 and 5.2 herein, pertaining to deduction of dues, fees, assessments, and representation fees.

Section 5.4. Other Deductions

The District shall, upon receipt or authorization from a certificated employee, deduct from said employee's salary and make appropriate remittance for medical plans, tax-sheltered annuities, salary insurance, United Way, savings plans, or any other plans or programs jointly approved for deduction by the Association and the District.

ARTICLE 6. COOPERATION

Section 6.1. Availability of Information

The Association President shall be furnished, upon request, reasonable and appropriate available data pertinent for use in carrying out the Association's negotiation and representation functions. All parties shall exercise discretion in the utilization of such data.

Section 6.2. Association Rights

The District shall honor reasonable requests by the Association for the use of facilities and equipment, the use of in-District mail service, making bulletin board space available, and making expendable supplies available at the cost to the District plus a 10% handling charge.

Section 6.3. Association Leave

In order to provide proper representation of members of the bargaining unit and/or to confer with the District or its representative(s), leave shall be granted by the District according to the provisions of this section. All such leave shall be granted upon request of the Association President. Request for leave shall be submitted in writing as far in advance as possible, but never later than noon of the day before the leave is to take effect. The arrangements for the leave shall be discussed with the Association President. Billing for the leave shall be made to the Association by the District using the following guidelines. According to current practices regarding frequency or for purposes as mutually agreed between the Association and the District as follows:

- A. District-scheduled meetings such as grievance processing shall not be billed.
- B. Professional meetings affecting employer/employee relationships shall be billed at the cost of the substitute including the hourly rate, employer FICA costs, Workman's Compensation and retirement compensation if applicable.
- C. Employee interest activities such as lobbying and Association training sessions shall be billed to provide full reimbursement to the District for salaries and employer costs paid.
- D. The Association President shall be on the "All-District" email communications lists.
- E. All certificated employees, including the Association President, shall be provided with email addresses. The President's email address shall be made available to all certificated staff.

Certificated employees using such leave shall be responsible to provide appropriate preparation and lesson plans, as necessary, for their substitutes, as well as to provide appropriate follow-up after such leave. Professional Agreement Article 6, Section 6.4, and Article 37, Section 37.5.D, which provides for particular situations, is deemed not to be in conflict with this section.

Section 6.4. Association President's Released Time

In order to provide proper representation of members of the bargaining unit, the Association President shall be released up to full-time from regular employment to perform Association duties, to conduct Association business and/or to confer with the District or its representatives. The Association shall request released time, if any, thirty (30) days prior to the end of the semester preceding the one for which the leave is sought, except in cases where such notice is not possible.

If the Association President remains a part-time employee, he/she will receive full salary and benefits as though employed full-time. However, the Puyallup Education Association will reimburse the Puyallup School District for the difference between what the Association President would have received as a part-time employee and the amount the Puyallup School District actually pays in compensations and benefits, except as specified below in items one through four. If the Association President has full-time release, the District will be reimbursed for all compensation paid by the Puyallup School District during the period of

release whether the full-time release is for the entire school year or a portion of a school year. However, it is agreed the Association President shall be deemed an employee of the District during the period of release and shall not be penalized in regard to salary, seniority, benefits or rights pertaining to employment. Specifically, the Association President: 1) Will accrue leaves as other full-time employees; 2) Will be eligible for TRI as approved by the Association; 3) Will receive payment for supplemental days at the same rate as other full-time employees as approved by the Association; 4) Will be eligible for State Retirement System employer contributions by the District only to the extent the law requires payment by the District during such leave.

The Association President shall have full rights to reinstatement subject to the Layoff/Recall provisions, if applicable, to his/her original job at termination of his/her term of office. If the original position is no longer in existence, the Association President shall be treated as an involuntary transferee with the rights afforded thereto. Upon request, the Association President shall also be entitled to resume any extra duty assignments (if such assignments have not been eliminated) he/she had prior to said leave.

Section 6.5. Orientation Meetings.

An opportunity shall be provided for an Association representative to participate in the orientation meeting for new certificated employees.

PART III - PERSONNEL

ARTICLE 7. INDIVIDUAL RIGHTS

Section 7.1. Certificated employees shall be entitled to full rights of citizenship as granted to citizens generally. Neither the District, in employment relations, nor the Association shall discriminate against any certificated employee by reason of race, religion, color, marital status, gender, age, national origin, domicile, bona fide political activity or lack thereof, or the presence of any sensory, mental or physical disability, except as permitted in accordance with this Agreement, or by law, nor shall the position on the salary schedule affect a certificated employee's assignment and/or promotion.

Section 7.2. The private and personal life of any certificated employee may be within the appropriate concern or attention of the Superintendent only when there is an actual, or probable, potential adverse effect on the duties and responsibilities of said employee.

Section 7.3. Certificated employees shall not be disciplined for arbitrary or capricious reasons, but only for just cause. The District agrees to follow a policy of progressive discipline. Any disciplinary action taken against a certificated employee shall be appropriate to the behavior which precipitates said action. In accordance with the law, all employees have the right to Association representation at any meeting they reasonably believe could lead to disciplinary action. All employees have the right to stop any such meeting to obtain such representation. The specific grounds forming the basis for disciplinary action shall be made available to the certificated employee and to the Association in writing, if requested. In the event that an allegation of misconduct is investigated and not supported by the available evidence, no record of the complaint or investigation shall be retained in the District.

Any complaint or accusation made against a certificated employee which could result in disciplinary action or have an adverse impact on the employee's evaluation will be promptly called to the attention of the employee, within one week. The certificated employee will be told the substance of the complaint/accusation and the source. The possible options for handling said complaint/accusation will be discussed between the certificated employee and the administrator receiving the complaint. Normally, the

certificated employee and complainant will be encouraged to attempt to resolve the complaint/accusation informally; however, there may be circumstances where such an approach would not be productive. After the certificated employee has discussed the concern with the administrator receiving the complaint, the employee shall have the right to have an Association representative present at any formal meeting held where the employee and the complainant are in attendance.

Any complaint or accusation not called to the attention of the certificated employee may not be used as the basis for any disciplinary action or adverse evaluation against the certificated employee. A complaint/accusation of which the employee has knowledge may be incorporated into an evaluation provided the reference shall be specific in nature and opportunities to resolve the complaint are verified.

ARTICLE 8. STAFF PROTECTION

Section 8.1. All certificated employees shall be covered by the District's liability insurance policy. The District shall make a reasonable effort to protect employees from bodily harm and property damage while carrying out assigned duties.

Section 8.2. Providing a certificated employee, at the time an act or omission is complained of, was acting in a reasonable and prudent manner within the scope of his/her employment and/or under the direction of the District, the District shall use the provisions of RCW 28A.320.100 to hold said certificated employee harmless and defend him/her from any financial loss, including reasonable attorney's fees, for legal actions arising from such alleged acts or omissions.

Section 8.3. Certificated employees covered by Worker's Compensation and State Industrial Insurance laws shall, upon loss of time due to a job-related injury or illness, and after establishment of eligibility for such benefits, have the option to be paid their regular sick leave rather than receive compensation from the ESD 121 Worker's Compensation Co-op Trust, of which the District is a member. Determination of illness or injury shall be made using the rules of the Washington State Department of Labor and Industries. Provided further that if the employee has exhausted all sick leave prior to the effective date of the beginning of the Worker's Compensation eligibility, the District will provide up to three additional days of leave or whatever portion thereof is needed. Additionally, the District will pay the medical insurance premiums for the balance of the school year for an employee eligible for Worker's Compensation who has exhausted all sick leave.

Section 8.4. The District shall provide insurance as specified by State statutes protecting certificated employees while they are acting within the scope of their employment obligations to the District. When certificated employees use personal property in a school-related situation with appropriate safeguards against loss or damage, the District shall provide insurance to protect the property from loss or damage to a maximum of \$1,500 total value per individual. Such insurance protection shall apply only to items for which prior approval has been given each year, in writing, by the principal or program director. Items totaling more than \$1,500 need prior approval of the Superintendent or designee. Such approval must also be sought each school year and in no case extend beyond the third day after the school year ends.

Section 8.5. Damage to a vehicle parked in the school setting shall be covered by the individual's insurance policy. All damage due to acts of God are the employee's responsibility. However, when an employee's vehicle is damaged in a school setting by vandalism, or is accidentally damaged by a student, the District will reimburse the amount of the deductible to a maximum of \$200. Employees who have vehicles which are not covered by insurance shall receive the same benefit. Damage to an employee's vehicle by the District, or as the result of a District action, will be fully covered by the District. Vehicles need not be listed with the principal.

Section 8.6. Any case of assault, arising out of an employment-related situation, upon a certificated employee shall be promptly reported to the District. The District shall render assistance to the certificated employee in connection with handling of the incident by law enforcement and judicial authorities. This paragraph does not apply to civil litigation instituted by the certificated employee.

ARTICLE 9. TEACHING OF CONTROVERSIAL ISSUES

Any democracy, if it is to remain a democracy, must expect and anticipate a change politically, socially and economically. In a democracy, change should come through law and through orderly procedure rather than through revolution and use of force. There are controversial issues inherent in change which, if correct solutions are to be found, must be freely and openly discussed.

Consistent with accepted professional standards and practices, all pupils shall have an opportunity to learn and certificated employees to teach, relevant to the course content; to find facts; to collect factual materials; to organize factual materials; to interpret factual materials; to examine attitudes; survey prejudices, note appeals, rethink assumptions, and to consider what ought to be as well as what is; and to generalize upon the basis of this material.

No certificated employee shall use his/her position to propagandize in the interests of any religious, social, economic or political creed. The techniques of dealing with controversial issues are the most valuable outcomes of those classes and include an ability to collect information, to refrain from passing judgments before sufficient facts have been secured upon which to base these judgments, to organize materials, to seek relationships, and to draw inferences and conclusions. Every certificated employee shall have the right to express personal views on controversial subjects but no certificated employee shall express personal views at a time, or in a manner that would interfere with the achievement of these outcomes or would condition the thinking of the pupil upon the controversial issues under consideration before that pupil has basic facts.

ARTICLE 10. REASSIGNMENT/TRANSFER

Section 10.1. Definitions

Vacancy: Shall be defined as a new position or a position vacated and available through resignation, termination or retirement, except as provided for in Section 10.4.5.

Length of Service: Shall be defined in this Article only as the number of years of contracted experience in the Puyallup School District, and part-years shall be calculated as they are for the S-275 Form.

Core Team: Shall be defined as employees representative of grade levels and subject areas, serving as the planning faculty for a new school.

Position: An assignment associated with a particular building or with particular building(s), and specifically connected to a grade level, secondary department, a District special program, or a related services program.

Section 10.2. Reassignment

Reassignment shall mean a shift of an employee from one department or grade level to another within a building different from that of the previous school year, but not merely a change in the number of sections in each department. In the case of related services itinerant staff or special program staff (as defined in

Section 10.3.1), a reassignment shall mean a change in locations where an employee will provide a District program function.

Section 10.2.1. Before posting vacancies, open positions shall first be filled by reassignment where possible. Length of service shall be the determining factor when two or more employees are substantially equal in regards to the following: area of experience; expressed interest of the employee; certification, including level of endorsement; academic majors and minors or subject area endorsement; and program considerations.

Section 10.2.2. Reassignments shall be made only for valid educational reasons. These reasons shall be shared with the employee at the time of reassignment. If the educational reasons provided to the employee are considered unacceptable, it can be challenged through the grievance procedure.

The term “valid educational reason” is defined as an authentic rationale directly related to improving student learning, as distinguished from one that is arbitrary, capricious, or based on personality, race, religion, creed, gender or other irrelevant factors.

Section 10.2.3. If a reassignment would result in an identified increase in the work year for an employee, said position must be posted as per Section 10.4.

Section 10.2.4. A reassignment shall not result in an employee being moved from one educational program to another (i.e. K-6 teacher to related services, secondary teaching staff to a K-6 teaching position, related services staff to a special program position, etc.).

Section 10.3. Involuntary Transfer

An involuntary transfer shall mean a transfer necessitated by an elimination or reduction in program, declining student enrollment, closure of schools, changes in school boundaries or reduction in staffing ratio.

Section 10.3.1. Involuntary transferees will be identified in the following manner:

- A. The elementary school (K-6), secondary department, special programs or related services area in which the involuntary transfer must occur will be identified. Special programs shall include: library, full-day Kindergarten, guidance, elementary physical education, music, special education, vocational education, and remediation. Related services shall include: occupational therapists, physical therapists, speech and language pathologists, nurses, psychologists and behavioral specialists.
- B. Prior to designating involuntary transfers within the building, special program, or related service area, the Principal or immediate supervisor will solicit requests from those within the affected program or building willing to be designated as the involuntary transferee. It is recognized by the parties, that identifying involuntaries is not the most desirable method of changing staffing needs; therefore, it will be used only when voluntary methods do not accomplish the required changes.
- C. If no employee volunteers, the employee in the affected elementary, secondary department, program or related service area with the least length of service in the District will be identified as the involuntary transferee. If ties exist, Section 10.6 shall be implemented to break said ties.

- D. No later than April 15 of each year, employees who have been identified as involuntary transferees will be notified in writing of their transfer and the reasons therefore. If the District cannot reasonably calculate its staffing because of the State Legislature's failure to act upon a K-12 budget, the parties to this Agreement will mutually agree to a reasonable extension of the involuntary notification timeline.
- E. If during the fall of the subsequent school year, a school is determined to be overstaffed, the building administrator will identify the involuntary transferee utilizing the aforementioned process. If this occurs, the involuntary transferee will be transferred to a different building or site; however, he/she will have the option of being declared an involuntary transferee the following spring and being accorded all the rights thereof. Said involuntary transferee must notify the Human Resources Office by April 15 if he/she decides to exercise this option.
- F. When an involuntary transfer occurs during the school year, at least three (3) days of release time shall be given the affected teacher in order to complete the move and become oriented to the new building or site.
- G. When an employee is involuntarily transferred to a new subject area, grade level, special program or service area, appropriate observations of other employees will be arranged.
- H. In instances where teaching positions within a building are combined or where declining enrollment in separate buildings causes the combining of teaching positions, the principal and the employees involved who are qualified to meet the identified instructional needs will attempt to arrive at a mutually acceptable identification of who will fill the respective positions. If the employees cannot agree, the employee with the greatest length of service in the District will be given his/her choice of the remaining position(s) or of being identified as an involuntary transferee. The aforementioned process will be followed going from the most senior to the least senior employee, until no positions remain. In the case where none of the employees involved are interested in the remaining positions, said positions shall be awarded to the employee(s) with the least length of service in the District.

Section 10.3.2. When involuntary transfers occur, employees who are involuntarily transferred will select a position for which they are qualified from a list of vacant positions. If there is no position available at that time, they will be placed in a position for which they are qualified when one becomes available. Selection of positions shall be done in seniority order. In either case, involuntary transferees shall be placed prior to other employees in filling vacancies, except in the opening of new schools as provided for in Section 10.5.

Section 10.3.3. Due to the fluctuation in enrollment associated with the Kindergarten program, Kindergarten teachers who have been involuntarily transferred shall have the option to transfer back to their previous Kindergarten position should it become available by August 31.

Section 10.4. Transfer

Transfer shall be defined as change from a position in one building to another, or from a position in one District special program to another position, or from one related services program to another position.

Section 10.4.1. Prior to positions being filled consistent with Section 10.4.2 below, the District may fill ten (10) positions with external applicants.

Section 10.4.2. During the month of March, continuing contracted employees may apply for a transfer to another building or special or related services program by filling out the Human Resources Transfer Request form. Employees are to indicate the school(s) or special or related services program(s) to which they wish to transfer and the subject area(s) and/or grade level they would like to teach. Such preferences shall be listed in priority order. As positions become open, the names of employees who have indicated an interest will be submitted to the building(s) or program(s). Positions being filled will be listed on the District website. If an employee accepts any position or declines his/her first choice, he/she is removed from consideration for other positions. Employees may change their request form at any time if they have not yet accepted or declined a position. Transfer Request Forms will be distributed during the month of February.

Applicants will be interviewed for the position if they meet the following criteria: areas of experience, interest in the position, certification (including level of endorsement), length of service, academic majors and minors or subject area endorsement, and valid educational reasons. Principals or immediate supervisors may prescreen applicants. If candidates are substantially equal in the aforementioned criteria, principals or immediate supervisors shall only have to interview the three most senior candidates. If the candidates are nearly equal, the candidate who has the greater length of service in the District will be awarded the position.

Section 10.4.3. Leave returnees not guaranteed their former positions may apply and shall be considered for placement along with other regularly contracted employees requesting voluntary transfer.

Section 10.4.4. Applicants for transfer will be advised of the selection decision within seven (7) calendar days.

Section 10.4.5. Employees may transfer through August 31.

Section 10.5. Opening of New Schools

When new schools are opened, the District may opt to select a "Core Team" in advance of posting other District openings and in advance of identifying involuntary transfers.

The parties will collaboratively establish the timeline for the posting and selection of staff for new schools and notice of involuntary transferees related thereto.

Section 10.6. Tie Breaker

In the event ties exist in number of years in the District, the employee(s) having the highest number of college or university credits beyond the B.A. Degree earned by September 1, and as documented in the Human Resources Office by October 1 of the current school year, shall have preference. If ties remain, the employee(s) to be retained shall be determined by lot.

Section 10.7. Openings for Building Department Coordinators

At the building level, Department Coordinators shall be selected by the building administrator with input from members of the Department.

Section 10.8. Administrative Openings

All administrative and supervisory vacancies shall be announced to the certificated employees when notification is sent to any placement bureaus.

Section 10.9. Position Exchange

Upon approval of the Director of Human Resources and the affected principals, two employees may exchange positions for one year.

Section 10.10. Consensual Transfers

At anytime, upon agreement by and between an administrator, a teacher and the Association, an employee may transfer to a different position for the benefit of the teacher, a program, a school, or other District needs.

ARTICLE 11. CONTRACT AND TRANSFER RELEASES

Section 11.1. Release from Contract

A teacher under contract shall be released from the obligations of the contract upon request under the following conditions:

- A. A letter of resignation must be submitted to the Superintendent's Office.
- B. A release from contract, prior to July 1, shall be granted provided a letter of resignation is submitted prior to that date.
- C. A release from contract shall be granted after July 1 provided a qualified replacement, satisfactory to the District, can be obtained.
- D. A release from contract shall be granted upon the teacher's request in case of illness or other personal matters which make it impossible for the teacher to continue in the District.

Section 11.2. Release from Transfer Commitment/Obligation

A teacher accepting a transfer position shall be released from that commitment/obligation to accept another transfer position upon request under the following conditions:

- A. A letter of release must be submitted to the building principal/Superintendent's office.
- B. A release from position, prior to July 1, shall be granted provided a letter of release is submitted prior to that date.
- C. A release from position shall be granted after July 1 provided a qualified replacement, satisfactory to the District, can be obtained.

ARTICLE 12. SALARY GUIDES

Section 12.1. General

The purpose of the District Salary Schedule shall be to secure new certificated employees who are personally competent and professionally well prepared, encourage the professional growth of certificated

employees while in service, and retain the most competent certificated employees in the school system. The salary schedules are presented in Appendix A, and will include all monies distributed from the state allocation model (SAM).

Section 12.2. Placement on Salary Schedule

Employees will be placed on the negotiated base salary schedule (Schedule A) according to qualifying highest degree, number of credits, and experience as determined by the regulations promulgated by the Washington Office of Superintendent of Public Instruction for placement on the state allocation schedule and printed in the "S-275" instructions. ESA staff employed as of 9/1/05 who were granted experience not recognized by these regulations will be placed on Schedule A consistent with the regulations and will receive a supplemental incentive stipend for the difference between that placement and the placement they would obtain based on experience previously granted.

Section 12.3. Salary Deductions and Payments.

- A. Salary Deductions for Absences. In case of absence other than those covered in Approved Leave Policies, the salary deduction shall be one full day's pay in accordance with the contracted days of employment.
- B. Payment of Salary Warrant. Payment of salary warrants shall be on the last teaching day of each month, except that payments during the summer months and December shall be on the last District working day in the calendar month. Upon the certificated employee's appropriate written instructions, the December and summer warrants shall be held at the Education Service Center to be picked up by the certificated employee or shall be forwarded to the certificated employee's bank for deposit along with a deposit slip provided by said certificated employee. In the absence of such written instruction (and deposit slip when applicable), or in the event the warrant being held at the Education Service Center for pickup is not so claimed within a one (1) week period, the warrant shall be mailed to the certificated employee's address of record.
- C. Early Payout. Upon application, certificated employees retiring from the teaching profession shall receive the balance of their salary payments on the June payday during the year in which they leave. The District may elect to pay off any other certificated employee(s) at the time he/she leaves the District. All deductions due for the remainder of the year for which this salary is paid shall be made at this time and appropriately transmitted by the District, along with fringe benefits due for this time period. At the request of the employee, the District shall continue to deduct insurance contributions due for the months of June, July and August, and shall make its normal contribution for those months in the normal manner.
- D. Errors in Contract Salaries. Corrections of errors resulting in over or underpayments shall be worked out between the certificated employee and the District.

Section 12.4. Part-time Contracts

A certificated employee's prorated pay for less than a full year shall be figured in the following manner: Use as the numerator the actual number of days that the certificated employee is employed, and as the denominator the actual number of basic contract days in the entire year. This fraction times the annual salary for said certificated employee's position on the salary schedule shall equal their pay for the part of the year employed. Part-day employment pay shall be similarly prorated with exception of the TRI pay which shall be paid at full time pay (in accordance with the current PEA/PSD Memorandum of Agreement).

Section 12.5. Supplemental Contracts

When supplemental contract positions are known, these contracts shall be issued to the employee to facilitate the beginning of payment by the end of the September pay period.

For Additional Assignment Schedules, see Appendices B, C, D-1 and D-2 attached hereto.

Section 12.6. Extra Hourly Pay Schedule

Bargaining unit members who are paid on an hourly basis for extra contract work shall be paid according to Article 22. This shall not be deemed the exclusive method of payment for extra contract work.

Section 12.7. Salary Schedule

All certificated employees shall be placed on the salary schedule identified in Appendix A.

Section 12.8. Mid-Contract Increase

In the event the School District receives from the State of Washington more funds for the specific purpose of increasing certificated employees salaries and/or benefits than the District has contracted to pay for the given school year, the District shall notify the Association and begin negotiations with the Association on the distribution of such funds for application to the salaries and/or benefits for certificated employees for said year and shall then make such adjustments, including amendments to the individual certificated employees' contracts, if necessary, as soon as practicable.

ARTICLE 13. INSURANCE BENEFITS

Section 13.1. For 2005-06, the District shall contribute up to a maximum of \$629.07 per month from September 1 through August 31 for each full-time certificated employee for mandatory long-term disability insurance, vision, life, and dental insurance, all jointly approved by the District and the Association. Part-time employees will receive a prorated allocation based on their FTE. Job share staff (defined in Articles 21 and 26) will be eligible to share one benefit allocation on a pro rata basis. The District is solely responsible for paying the HCA premium for retirees.

For 2006-07, the District shall contribute up to a maximum of \$679.39 per month from September 1 through August 31 for each full-time certificated employee for mandatory long-term disability insurance, vision, life, and dental insurance, all jointly approved by the District and the Association. Part-time employees will receive a prorated allocation based on their FTE. Job share staff (defined in Articles 21 and 26) will be eligible to share one benefit allocation on a pro rata basis. The District is solely responsible for paying the HCA premium for retirees. The contribution identified in this paragraph is dependent on the state both authorizing and providing funding to pay such benefit allocation. If the state fails to authorize and fund the District to the full extent of the allocation stated above, the District shall pass through any state funding actually received.

For 2007-08, the District shall pass through the maximum contribution authorized and provided by the state.

Section 13.2. All unused insurance allocations from the section above shall be pooled for the benefit of bargaining unit members. Funds shall be distributed equally to all employees with out-of-pocket costs for medical insurance on a dollar for dollar basis until all such funds are fully expended. Part-time employees shall receive a prorated allocation of these pooling dollars based on their FTE.

Section 13.3. The pooling calculation shall be made once each year no later than December to apply to the earliest pay period practicable thereafter, and for the following eleven (11) months.

Section 13.4. When a portion of this contribution is applied to a combination of medical insurances, the application shall be first to the mandatory insurances in Section 13.1 above, then to health insurance up to the amount of the premium.

Section 13.5. If the state allocation for benefits changes during this contract's term, the parties will reopen negotiations on this issue.

Section 13.6. The District Benefits Committee shall develop and review annually guidelines for brokerage selection and present recommendations through the Superintendent or designee to the School Board. Using guidelines adopted by the Board, the District Benefits Committee shall review the brokerage services provided to the Puyallup School District.

If, after the review, the existing brokerage services are rated as being unacceptable, the committee shall make a recommendation through the Superintendent or designee to the School Board regarding future services.

ARTICLE 14. TRAVEL AND REIMBURSEMENT

Certificated employees shall be reimbursed for reasonable expenses of mileage, meals, housing and registration fees when such employees are on official business.

Section 14.1. Travel Within the District

Reimbursement for travel expenses of certificated employees shall be limited to those cases where work requires regular and frequent travel from school to school and the Superintendent has approved reimbursement. The District will meet with the Association by October 1 of each year to review travel time allotted for employees who are regularly required to travel between buildings as a requirement of their job. When needed, adjustments will be made to provide reasonable travel time.

Section 14.2. Travel Outside of the District

Prior approval of the District shall be required for reimbursement of certificated employees who travel outside of the District on school business. Direct billing and/or advance payment of travel, registration fees, lodging and subsistence costs may be authorized, provided that advance approval of overnight travel has been approved by the District.

Section 14.3. Reimbursement

The mileage allowance shall be paid at the IRS rate. Mileage records shall conform to State Examiner requirements. On forms provided by the principal, meals and mileage shall be listed and receipts for registration fees and lodging attached.

Section 14.4. Learning Improvement Calendar Employee Travel

Mileage will be reimbursed for travel between schools when related to LIC work. The building administrator must approve such travel in advance. To the extent possible, staff will make efforts to carpool.

ARTICLE 15. EVALUATION OF CERTIFICATED EMPLOYEES

Section 15.1. General

All certificated employees shall be evaluated during each school year in accordance with the procedures and criteria set forth herein. The evaluation of certificated employees is intended to provide a positive attitude by all parties toward the development and improvement of the instructional staff of the District; the written evaluation report shall not be the method used to formally discipline a certificated employee; provided, however, that this is not intended to prevent discussion of disciplinable problems as these affect teaching competency. The evaluation procedure recognizes high levels of teaching performance as well as encouraging improvement in specific areas identified through the evaluation of the certificated staff member. The improvement of instructional services available to students is the ultimate objective of the evaluation program and should be effected by an open discussion of strengths and weaknesses.

A copy of the Evaluation Report Form and Evaluation Criteria shall be made available to, and discussed with, certificated employees at the beginning of the school year. Prior to September 30 of each school year, all certificated employees shall be notified of the name of their planned or intended evaluator for that year, provided that the planned or intended evaluator shall not be changed without good cause and that the evaluatee shall be notified of said change within ten (10) school days of the decision to make the change. The planned or intended evaluator shall not be changed after February 1 of each school year unless there are unusual circumstances. In the event of such unusual circumstances, the employee and the administration shall mutually agree upon another evaluator within ten (10) school days.

Section 15.2. Responsibility for Evaluation

Within each school the principal or designee shall be responsible for the evaluation of employees assigned to that school. Within the District, program directors or their designees shall be responsible for the evaluation of employees assigned to those programs.

Certificated employees assigned to more than one school or job shall be evaluated by the principal or designee of one school or by the program director or designee. Such certificated employee may request additional evaluations at other assignments other than those evaluations provided by the District.

Responsibility for evaluation shall not be designated to members of the bargaining unit; however, the planned or intended evaluator as defined in Section 15.1 may request that the Supervisor of Nurses and the department coordinators assist in the observation and evaluation process.

Section 15.3. Evaluation Criteria

- A. All certificated employees serving as classroom teachers, music teachers, elementary physical education teachers, reading improvement teachers, librarians, special education teachers, and resource teachers shall be evaluated during each school year on the basis of the adopted criteria and appropriate criterion indicators:
 - 1. Professional Preparation and Scholarship: The certificated employee exhibits, in his or her performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching, and a commitment to education as a profession.
 - a) Possesses and maintains appropriate academic background in subject area and current teaching techniques.

- b) Demonstrates commitment to the profession and its code of ethics.
 - c) Participates in workshops, college classes and does outside reading in areas that will strengthen teaching skills.
2. Knowledge of Subject Matter: The certificated employee demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the elementary and/or secondary level(s).
- a) Possesses and maintains competence in subject matter areas.
 - b) Supplements text materials from own knowledge.
 - c) Answers student questions with ease and confidence.
 - d) Recognizes the relationship between subject matter field and other disciplines.
3. Instructional Skill: The certificated employee demonstrates in his or her performance, a competent level of knowledge and skill in designing and conducting an instructional experience.
- a) Utilizes teaching techniques which are consistent with the selected objectives. Such techniques shall:
 - 1) make effective use of instructional equipment, materials and resource personnel;
 - 2) provide a variety of activities in keeping with the maturity and attention span of the students;
 - 3) give explanations, assignments, and directions clearly;
 - 4) make reasonable and appropriate assignments;
 - 5) provide direction and assistance for students;
 - 6) maintain awareness of the knowledge, the abilities and interests of the class.
 - b) Establishes, implements and evaluates immediate and long-range objectives and utilizes the results in planning subsequent lessons.
 - c) Helps students to develop productive and acceptable work habits and study skills.
 - d) Identifies and implements local school district goals, objectives and policies.
 - e) Develops, maintains and utilizes listening and communications skills.
4. Classroom Management: The certificated employee demonstrates, in his or her performance, a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.

- a) Selects and prepares equipment and materials in advance of lesson.
 - b) Maintains an orderly and pleasant classroom environment and atmosphere.
 - c) Provides adequate plans for a substitute teacher.
5. The Handling of Student Discipline and Attendant Problems: The certificated employee demonstrates the ability to manage the non-instructional, human dynamics in the educational setting.
- a) Establishes and maintains order and discipline in the classroom such as:
 - 1) quiet when appropriate to the teaching situation
 - 2) attention to the teacher when instruction is being given
 - 3) students adhering to established classroom rules
 - b) Shows consistency and fairness in dealing with students.
 - c) Disciplines students in a firm, but controlled manner.
 - d) Encourages student self-discipline through the development of courtesy, self- control, respect and responsibility.
 - e) Enlists the assistance of counselors, assistant principal, principal, and other supportive personnel when appropriate.
 - f) Assists in maintaining control and enforcing building rules throughout the school.
6. Interest in Teaching Pupils: The certificated employee demonstrates an understanding of, and commitment to, each pupil, taking into account each individual's unique background and characteristics. The certificated employee demonstrates enthusiasm for or enjoyment in working with pupils.
- a) Develops student rapport in a professional manner.
 - b) Deals with personal information and communication in an ethical manner.
 - c) Shows concern for individual student's social and emotional needs.
 - d) Maintains a sense of fairness and patience with consistent, firm expectations of work performance.
7. Effort Toward Improvement When Needed. The certificated employee demonstrates an awareness of his/her limitations and strengths, and demonstrates continued professional growth.
- a) Responds to constructive suggestions.
 - b) Follows through in response to recommendations.

- c) Contributes to a positive building atmosphere.
 - d) Maintains effective rapport with students, staff and parents.
- B. All certificated employees serving as support personnel including, but not limited to, psychologists, counselors, nurses and communication disorder specialists, shall be evaluated during each school year on the basis of the adopted criteria and appropriate criterion indicators.
1. Knowledge and Scholarship in Special Field: Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. The employee demonstrates an understanding of, and knowledge about, common school education and the educational milieu grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu.
 - a) Possesses and maintains appropriate academic background in the area of specialty.
 - b) Demonstrates understanding of the basic principles of human growth and development.
 - c) Demonstrates ability and knowledge to make appropriate referrals.
 - d) Relates and applies knowledge, research findings and theory derived from the individual's specific discipline to the development of a program of services.
 2. Specialized Skills. Each certificated support person demonstrates in their performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.
 - a) Designs and conducts a program providing specific and unique services within the individual's specific discipline.
 - b) Demonstrates ability to synthesize and integrate testing and non-testing data concerning the student.
 - 1) To help students integrate and assimilate data.
 - 2) To help others involved with the student interpret and use data appropriately and accurately.
 - 3) To help other specialists by providing case study materials.
 - c) Administers assessment procedures or assists in organizing and preparing those who will administer assessment procedures.
 - d) Demonstrates ability to assist teachers and administrators to integrate specialized information into the regular curricular program.
 - e) Develops goals and objectives consistent with District-level goals and objectives which will facilitate the implementation of programs and services.

3. Management of Special and Technical Environment: Each certificated support person demonstrates an acceptable performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.
 - a) Selects or recommends testing and non-testing devices, materials and equipment appropriate to student needs.
 - b) Understands the use, limitations and restrictions of devices, materials and procedures.
 - c) Uses comparative and interpretive data.
 - d) Creates an environment which provides privacy and protects student and family information, as mandated by code of ethics, federal and state regulations, and District policies.
 - e) Provides adequate plans for substitutes when applicable.
4. The Support Person as a Professional: Each certificated support person demonstrates awareness of their limitations and strengths and demonstrates continued professional growth.
 - a) Demonstrates awareness of the law as it relates to area of specialization.
 - b) Demonstrates awareness of responsibilities to students, parents, and other educational personnel as defined by the professional code of ethics.
 - c) Demonstrates commitment to District and professional activities.
 - d) Responds to constructive suggestions.
 - e) Follows through in response to recommendations.
5. Involvement in Assisting Pupils, Parents and Educational Personnel: Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.
 - a) Consults with other staff, school personnel and parents concerning the development, coordination and/or extension of services to those needing specialized programs.
 - b) Plans and develops support program to serve the preventive and developmental needs of the school population and the special needs of some students.
 - c) Interprets characteristics and needs of students to parents, staff and community in group and individual settings via oral and written communications.
 - d) Allows and expects students to accept responsibility for decision making's possible consequences.
 - e) Develops, maintains and utilizes effective listening and communication skills.
 - f) Maintains effective rapport with students, staff and parents.

Section 15.4. Observations

Each provisional certificated employee shall be observed in the performance of the work assignment for the purpose of evaluation at least twice during the first year of employment. The first observation shall be made within ninety (90) calendar days of employment and shall be for a total observation of at least thirty (30) minutes.

During each school year, each certificated employee shall be observed for the purpose of evaluation at least twice in the performance of the assigned duties. Both observations shall be for at least thirty (30) minutes, and total observation time for each employee shall not be less than sixty (60) minutes.

In addition to required observations and evaluations, supervisors may make additional observations and evaluations at any time during the school year. If such observations result in potentially negative feedback to the employee, the supervisor will conference with the employee within five (5) working days.

At the request of either the evaluator or evaluatee, a formal observation series shall be preceded by a conference in which observation arrangements and the goals and objectives for the observation are discussed by the evaluatee and the planned or intended evaluator.

Following each formal observation or series of observations there shall be a post-observation conference between the planned or intended evaluator and the certificated employee. The following shall be included in the discussion, as necessary, during this conference:

- A. The goals and objectives of the observation.
- B. The observation.
- C. Specific plans for improvement and supervision, if needed.

The results of each observation shall be provided to the evaluatee in writing within ten (10) school days of each observation.

Section 15.5. Evaluations

Final written evaluations should be completed thirty (30) days prior to the end of school, particularly for certificated employees who have had significant competency problems that school year, and must be completed ten (10) days prior to the end of the school year for all certificated employees. In any school year, after an evaluator develops concerns regarding the performance of an employee for any evaluative criterion, a conference must occur within ten (10) school days of each required observation. Prior to the preparation of the final written evaluation, any teacher may request an evaluation conference.

All copies of the evaluation form shall be signed by the evaluator and the certificated employee. Signature of the employee does not necessarily imply agreement with the evaluation. The certificated employee may submit signed comments concerning the evaluation report within ten (10) days of receipt of the report and such comments shall be attached to the evaluation report in the personnel file. The original of the evaluation shall be submitted to the Executive Director of Human Resources or designee for review and filing in the personnel file. A second copy shall be provided to the certificated employee and a third copy shall be retained by the principal or the Executive Director of Human Resources or designee. The Evaluation Conference shall not be used as a disciplinary meeting to issue a formal warning, reprimand, or

discipline, provided, however, that this is not intended to prevent discussion or disciplinable problems as these affect teaching competency.

Evaluation statements based on complaints from other data sources shall only be incorporated as per Article 7, Section 7.3.

Section 15.5.1. Short-Form Evaluation. Notwithstanding the above, as per RCW 28A.405.100. Minimum criteria for the evaluation of certificated employees, including administrators -- Procedure -- Scope -- Penalty.

After an employee has four years of satisfactory evaluation under subsection (1) of this section, a school district may use a short form of evaluation. The short form of evaluation shall include either a thirty-minute observation during the school year with a written summary or a final annual written evaluation based on the criteria in subsection (1) of this section and based on at least two observation periods during the school year, totaling at least sixty minutes without a written summary of such observations being prepared. However, the evaluation process set forth in subsection (1) of this section shall be followed at least once every three years and an employee or evaluator may request that the evaluation process set forth in subsection (1) of this section be conducted in any given school year. The short-form evaluation process may not be used as a basis for determining that an employee's work is unsatisfactory under subsection (1) of this section nor as probable cause for nonrenewal of an employee's contract under RCW 28A.405.210.

The above process will be available to building administrators but shall not be used if a staff member prefers the long-form process. If an administrator would like to use the short-form process, it is agreed that:

- A. Notice of this request will be given to the employee prior to September 30.
- B. No person being evaluated by the process will be rated less than satisfactory.
- C. The same summary form will be used as with the long form, but without narrative.

Section 15.5.2. Professional Growth Option. The District will offer the Professional Growth Option as an evaluation component. (See WAC 392-192.)

Section 15.6. Transferred, Resigned or Terminated Employees

If a certificated employee is transferred after October 1 to another position not under the supervisor's jurisdiction, an evaluation shall be made at the time of such transfer, if possible. If an employee resigns or is terminated during the school year, a final evaluation shall be completed prior to his final date of employment, if possible.

Section 15.7. Relationship to the Grievance Procedure

Except for the procedural requirements of the evaluation and probation sections of this Agreement, the content of a certificated employee's evaluation, or of an administrator's report pursuant to Articles 16 and 17, shall not be subject to Article 37, *Grievance Procedure*, of this Agreement. Further, since the contracts of replacement employees expire automatically as per RCW 28A.405.900, procedural errors regarding the evaluations of these employees shall only be subject to Steps 1, 2 and 3 of the *Grievance Procedure*.

ARTICLE 16. PROBATION

Section 16.1. General

The probationary procedure as set forth herein shall provide a certificated employee (excludes provisional and replacement employees) with an opportunity to demonstrate improvement in the areas of deficiency and offer assistance in the improvement of performance. The probationary period shall commence on or after October 15 and shall extend for sixty (60) school days.

Provisional employees who are experiencing performance difficulties will be advised by the District Administration of their right to contact the PEA President or Uniserv Director for representation at a meeting with the employee's evaluator. This meeting will be conducted prior to any official personnel action.

Section 16.2. Advisory Conference

If the supervisor contemplates recommending that a certificated employee be placed on probation, the supervisor shall confer with the employee prior to making the recommendation and shall:

- A. Review the reasons for the contemplated probation and specify which of the evaluative criteria in Article 15 the employee is failing to demonstrate satisfactorily.
- B. Review the improvements required for the performance to be considered acceptable.
- C. Discuss the specific and reasonable program of improvement being contemplated to recommend to the Superintendent.

The advisory conference may be held at any time. At the request of the employee, Association representation may be present.

The three items above will be provided to the employee in writing prior to the advisory conference and in the same document the employee shall be notified that he/she is entitled to Association representation during the advisory conference. If the decision is still to recommend probation to the Superintendent, the supervisor shall provide to the employee a copy of the written interim evaluation and the recommendation being sent. If the employee wishes to respond to the interim evaluation, the response should be delivered to the Superintendent.

Section 16.3. Establishment of Probationary Period

If the Superintendent concurs with a supervisor's judgment that the performance of a certificated employee is unsatisfactory, the Superintendent shall place the employee in a probationary status. After October 15 but no later than sixty (60) school days before the end of the school year, said employee shall be given written notice of the action of the Superintendent which notice shall contain the following information:

- A. Specific areas of performance deficiencies.
- B. Improvements required for acceptable performance and a suggested specific and reasonable program for improvement.

- C. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his/her area(s) of deficiency.

Section 16.4. Evaluation, Assistance and Recommendation

During the probationary period, the evaluator shall meet with the employee at least twice monthly to supervise, observe, and make a written evaluation of the progress, if any, made by the employee.

The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his/her areas of deficiency. The evaluator shall discuss such appointment with the probationer. If the assigned probationary duties require absence from a teaching assignment, any necessary substitute shall be paid by the District.

At the conclusion of the probationary period, the principal or director shall complete a written evaluation for each probationary employee and recommend to the Superintendent:

- A. That the certificated employee has demonstrated sufficient improvement in the stated area(s) of deficiency to justify the removal of the probationary status, or
- B. That the certificated employee has demonstrated sufficient improvement in the stated area(s) of deficiency to justify removal of the probationary status if accompanied by a letter identifying areas where further improvement is required, or
- C. That the certificated employee has not demonstrated sufficient improvement in the stated area(s) of deficiency and action should be taken to not renew the employment contract of the certificated employee.

Should the required reports of the certificated employee's probationary progress, if any, contain information not previously made known to the certificated employee, the certificated employee may submit a written statement which shall be appended to such report.

Section 16.5. Action by Superintendent

Following a review of any report submitted pursuant to paragraph 4 above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination. Probationary employees shall be notified as soon as possible of the Superintendent's decision regarding the disposition of their probationary status. Following the probationary period and at the Superintendent's discretion, the Superintendent may remove the employee from his or her assignment and place the employee in an alternative assignment at the same rate of pay and benefits or place the employee on paid leave for the balance of the contract term, provided that the employee's reassignment shall not displace another employee.

ARTICLE 17. PERSONNEL FILES

Certificated employees shall, upon reasonable notice, have the right to inspect the contents of their personnel files which would include the building personnel file supplement, in addition to the personnel file maintained at the Education Service Center. The building personnel file supplement, which may be in print or on a computer, may include evaluation and supporting documentation. If requested, file materials shall be reproduced for the employee as promptly as feasible, with the employee paying the expense of such reproduction. An Association representative, at the certificated employee's request, may be present in this

review. No other individual personnel file will be kept without the employee's knowledge. Unidentified derogatory material shall not be included in the personnel file. Identified derogatory material shall be shown to a certificated employee within a reasonable time after receipt or composition. Derogatory materials from nonprofessional sources shall not be included in the personnel file, except in extraordinary circumstances. The certificated employee shall sign the material to indicate only that he/she has read it and shall have the right to attach their own written comments.

ARTICLE 18. PROFESSIONAL GROWTH AND LEAVE

Section 18.1. Certificated employees need opportunities for the development of increased competence beyond that which they may attain through the performance of their assigned duties. In light of their impact upon the lives of students and in keeping with the breadth of experience and training which they possess, opportunities need to be especially rich and varied. These opportunities include such activities as visits to other classrooms and other schools, conferences involving other personnel from the District, county, state, region or nation; membership on committees, training in classes and workshops offered within the District; released time and leaves of absence for travel and study; and further training in institutions of higher learning. The District shall encourage such activities.

Section 18.2. District Department Coordinators and Building Department Coordinators, except Building Technology Coordinators, will have days available during the school year for curriculum responsibility and staff development purposes. These days will be requested through or by the Director of Student Learning and facilitated through classroom substitute teachers. Coordinators also have days available for department work, at the hourly rate, during non-school days. These days are requested through the Director of Student Learning.

Section 18.3. District Department Coordinators (except Nursing Supervisor, OT/PT Department Coordinator and the SLP Coordinator) will meet with the Director of Student Learning prior to October 15 each year to decide the allocation of the \$25,000 committed for staff development activities.

ARTICLE 19. LEAVES

For purposes of this Article, leaves shall be granted in the following order of priority: 1) Section 19.1, Illness, Injury and Emergency; 2) Section 19.2, Bereavement; 3) Section 19.3, Family Illness; 4) Section 19.4, Discretionary; and 5) Other Leaves.

Section 19.1. Illness, Injury and Emergency Leave for All Certificated Employees

A full-time certificated employee shall be allowed twelve (12) days a year for the certificated employee's personal illness, injury, and emergency leave. The twelve (12) days shall be posted to the credit of the employee effective the first day each school year, but shall be reduced proportionately for an employee who fails to complete the first quarter of the school year for any reason other than illness, injury, or emergency. Such leave shall be accumulated from year to year as allowed by law. No deduction from salaries shall be made during these days. Certificated employees working less than a full year shall be allowed personal illness, personal injury and emergency leave as follows: Number of days worked divided by 180 multiplied by 12. An employee may choose to use such leave to care for his/her minor children, spouse or partner, parents, parents-in-law, grandparents, or children over age eighteen (18) with disabilities with a serious health condition as defined by the Family and Medical Leave Act.

The District may require a physician's statement at any time to verify use of Illness, Injury and Emergency Leave.

An "emergency" is defined as an unforeseen and suddenly precipitated occurrence of a serious nature beyond the control of the certificated employee which threatens the physical well-being or property of the certificated employee or his/her immediate family, and is of such nature that preplanning is not possible or could not relieve the necessity for the certificated employee's absence. Application for emergency leave shall be made to the Superintendent or his/her designee.

Even though a substitute teacher is not called when certain personnel are absent, the regular policies of deductions and illness, injury and emergency leave shall be used.

Illness, injury and emergency leave shall also apply to disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom as per Section 19.8.

Eligible employees may utilize the Family and Medical Leave Act (FMLA) for their own serious health condition in accordance with section 19.5. All the provisions of the Family and Medical Leave Act shall be extended to employees with work assignments of seven and one half (7.5) or more hours per day and at least 180 days per year who meet all other FMLA eligibility requirements.

Section 19.1.1. Attendance Incentive Program. Certificated employees may elect an annual conversion of accumulated illness, injury and emergency leave and a conversion of illness, injury and emergency leave upon retirement or death for monetary compensation. The conversion procedures are as follows:

- A. Annual Conversion of Accumulated Illness, Injury and Emergency Leave: Any certificated employee who at the end of the immediately previous calendar year shall have accumulated in excess of sixty (60) days of unused illness, injury and emergency leave, may convert unused illness, injury and emergency leave earned the previous year in excess of the said sixty (60) days to monetary compensation at the rate of 25 percent of the employee's current full-time daily rate of compensation for each full day of eligible illness, injury and emergency leave. The employee's illness, injury and emergency leave accumulation shall be reduced four (4) days for each day compensated. Any such election shall be made by written notice to the Director of Human Resources during the month of January. Any such annual conversion of accumulated illness, injury and emergency leave shall be in accordance with law.
- B. Conversion of Illness, Injury and Emergency Leave Upon Retirement or Death. Any certificated employee who shall retire or who shall die while employed by the District may elect (personally or by a personal representative, as appropriate) to convert accumulated unused illness, injury and emergency leave days to monetary compensation at the rate of 25 percent of the employee's full-time daily rate of compensation at the time of termination from employment for each full day of eligible illness, injury and emergency leave. A maximum of 180 days, divided by a factor of four so as not to exceed 45 days, may be cashed in for monetary value upon retirement or death. Any such conversion of illness, injury and emergency leave upon retirement or death shall be in accordance with law.
- C. The Association will annually notify the District of its intent to participate in VEBA III.

Section 19.2. Bereavement Leave

1. A certificated employee shall be allowed a bereavement leave for the death of any relative residing in the employee's household and/or the following family members: spouse, mother, father, daughter,

son, siblings, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, aunt, uncle, niece and nephew. The number of days of leave, not to exceed five (5) per occasion of death shall be allowed according to the circumstances of each case as determined by the Superintendent or designee. These days are not cumulative or transferable. No deductions from salaries or sick leave shall be made during these days.

2. Any certificated employee who has a death of a student in his/her classroom shall be authorized leave to attend the memorial and/or a funeral service.

Section 19.3. Family Illness

Certificated employees shall be eligible for a non-cumulative family illness leave for serious health condition in the immediate family as defined by the employee. This leave shall warrant up to a maximum of three (3) working days during a contract year with no salary deduction to the employee. A maximum of two (2) additional days with the cost of a substitute being deducted from the employee's salary shall be allowed.

This leave may require a written statement from the attending physician.

Family illness leave shall not be deducted from accumulated illness, injury or emergency leave.

Section 19.4. Discretionary Leave

One (1) discretionary leave day shall be allowed each certificated employee for important compelling personal matters. This discretionary leave day shall not be used for conducting income-producing business. Discretionary leave shall not be used for a strike against the Puyallup School District.

The District shall grant Discretionary Leave in the order the requests are received provided the requests are made in compliance with the above conditions. After February 1, only fourteen (14) discretionary leave requests shall be honored on Fridays. However, this cap shall be increased by one for every discretionary leave request which provides at least a three-week notice; however, said total of guaranteed discretionary leave days on Fridays after February 1 shall not exceed twenty (20). On Fridays after February 1, any additional requests will be granted only after all other substitute requests have been covered.

Due to a lack of substitutes on Career Fair Day sponsored by the Washington School Personnel Association, only five (5) discretionary leave requests shall be honored. Any additional request will be granted only after all other substitute requests have been covered.

In years when school begins before Labor Day, no requests for discretionary leave to extend that holiday will be guaranteed. Instead, requests will be granted only for compelling personal reasons, and must be submitted to the Director of Human Resources three (3) weeks in advance of the leave being requested.

An employee may utilize a discretionary leave day prior to or after a holiday or vacation period, provided, three (3) weeks' notice is given by the employee to the District. Only twenty (20) such requests shall be guaranteed per holiday/vacation period. Any additional requests will be granted only after all other substitute requests have been covered.

A maximum of six (6) discretionary leave days may be accumulated over a period of six (6) years. A maximum of two (2) days may be used consecutively unless additional use is approved by the Director of Human Resources, or the employee utilizing more than two (2) days consecutively has given the District at least three (3) weeks' notice.

Employees may receive monetary compensation for their unused discretionary leave day(s) at the current substitute rate. A request for monetary compensation must be made by June 1 on a form provided by the Human Resources Office.

To the extent permitted by law, unused discretionary leave may be shared with other employees at the option of the individual employee. Employees who choose to share discretionary leave must complete the form titled, "*Discretionary Leave Sharing Authorization*" before transferring leave to another employee.

Section 19.5 Family and Medical Leave (FMLA)

In accordance with the FMLA, full time certificated employees (employees who work at least seven and one half (7.5) hours per day and at least 180 days per year), who have also worked for the District at least one (1) year in the preceding year, shall be entitled to twelve (12) work weeks of unpaid Family Leave during any twelve (12) month period for the following:

- A. To care for a newborn or adopted child of the employee who is under the age of eighteen (18) at the time of placement for adoption, or a newly-placed foster child; (Section 19.8) or
- B. To care for a spouse, domestic partner, parent or child of the employee who has a serious health condition; or
- C. For a personal health condition if it renders the employee unable to perform his or her job.

FMLA shall run concurrently with all applicable paid leave time available to the employee.

Leave taken for newborn or adopted child care shall be completed within one (1) year after the date of birth or placement for adoption. Family Leave authorized under this policy must be taken full-time and consecutively unless an alternative schedule is approved by the Human Resources Department or where intermittent or reduced leave is medically necessary. Instructional staff may not take reduced or intermittent leave without the approval of the Director of Human Resources. An instructional employee may be transferred to an alternative equivalent position that would accommodate reduced or intermittent leave, if such a position is available.

The District will continue to pay its portion of the employee's medical and dental benefit during approved FMLA leave.

A period of Family Leave is in addition to any sick leave taken due to the employee's temporary disability attributable to pregnancy or childbirth.

If both parents of a newborn or newly-adopted child are employed by the school district, they shall be entitled to a total of twelve (12) work weeks of Family Leave during any twelve (12) month period, and leave shall be granted to only one parent at a time. There is no pooling in effect for spouses if the Family Leave is related to a serious health condition.

The Human Resources Department shall require written verification from the employee's health care provider.

The District may obtain the opinion of a second health care provider, at District expense, concerning any information pertinent to the employee's leave request. If the opinions of the health care providers differ on any matter determinative of the employee's eligibility for Family Leave, the two health care providers shall select a third provider, whose opinion, obtained at the employer's expense, shall be conclusive.

Return to Work. Any employee returning from an authorized Family and Medical Leave within twelve (12) work weeks, shall be entitled to the same position held by the employee when the leave commenced, or to a position with equivalent benefits and pay.

Reinstatement of an employee returning from Family and Medical Leave need not occur if: (a) the specific job is eliminated by a bona fide restructuring, or a reduction-in-force resulting from lack of funds or lack of work, (b) an employee on leave takes a position with another employer outside the home, or (c) the employee fails to provide the required notice of intent to take leave or fails to return on the established ending date of leave. If an employee fails to return from leave for a reason other than the employee's death, the District may recover the costs of the employee's health benefits paid during the leave. Instructional staff may be required to delay their return from family leave to the beginning of the next semester under the following circumstances:

- A. The employee began leave five (5) or more weeks before the end of the semester, the leave is for more than three (3) weeks, and the employee would otherwise return to work within three (3) weeks of the end of the semester.
- B. The employee began family leave (except for a personal health condition) less than five (5) weeks before the end of the semester, the leave is for more than two (2) weeks, and the employee would otherwise return to work within two (2) weeks of the end of the semester.
- C. The employee began family leave (except for a personal health condition) three (3) or fewer weeks before the end of the semester and the period of leave is more than five (5) working days.

Section 19.6. General Leave

The District cannot always grant a leave of absence as there is no certainty of a vacancy to make room for the employee when returning. The Director of Human Resources, however, will consider such cases individually and may grant a leave of absence without pay for a period not to exceed one (1) calendar year. Leave may be granted beyond one (1) calendar year under special circumstances if approved by the District. A certificated employee granted such leave shall be guaranteed reemployment by the District at the conclusion of said leave, consistent with Article 24, herein. The returning employee will not necessarily be assigned to the identical position occupied before the leave, but will be reinstated to a certificated position equivalent in duties and salary to that held at the time the leave of absence began. Such reinstatement is contingent upon the availability of such a position. A salary increment shall not be given for the year during which the leave of absence is taken unless the individual is engaged in a District-approved teaching assignment, or has been drafted into the United States Armed Services. A leave of absence shall generally not be granted a teacher until completion of three (3) years of experience. General Leave shall run concurrently with any FMLA leave taken as per section 19.5. While on an approved general leave, an employee's benefits, accrual of benefits and accrual of seniority shall continue as indicated in section 19.12.

Section 19.7. Short Leaves of an Extraordinary Nature

Other unpaid leaves of a personal nature may be approved at the discretion of the Director of Human Resources, and may include, but not be limited to, personal business of an urgent nature involving possible loss of money or property, or severe hardship to self or the immediate family, or for extraordinary personal reasons after the employee's discretionary leave has been exhausted. Application for these types of leaves

shall be made to the Director of Human Resources, who shall either deny the request, grant the leave without deduction, grant the leave with certificated employee paying the actual cost of a substitute to the District (including FICA, Worker's Compensation, retirement where applicable), or grant the request with certificated employee's salary reduced prorated according to the number of days in the contract. This leave shall not be deducted from accumulated illness, injury and emergency leave.

Section 19.8. Pregnancy Disability/Adoption/Parental Leave.

19.8.1. Pregnancy Disability Leave

A pregnancy disability leave of absence shall be granted to a female certificated employee upon her request for the period of temporary disability and as verified in writing by her personal physician or licensed health care provider. Pregnancy disability leave shall be a leave with compensation during the temporary disability within the limitations of the sick leave proviso, Section 19.1, herein.

The certificated employee who becomes pregnant shall notify her immediate supervisor and the Superintendent or designated representative of the condition by the beginning of the fifth (5th) month of pregnancy, or, if beyond the fifth (5th) month, at the earliest time the condition is confirmed by her personal physician or licensed health care provider. At that time she shall indicate in writing to her immediate supervisor and the Director of Human Resources whether she plans to:

1. Take pregnancy disability leave only for time of temporary disability.
2. Request a general leave in accordance with Section 19.6. herein to care for the child. If an employee is eligible for FMLA leave and has leave remaining, the general leave would include any leave available under the FMLA.
3. Request a combination of 1 and 2, or
4. Take FMLA leave for a period of up to twelve (12) weeks following the period of pregnancy disability, if eligible, as per Section 9.5. The District will extend the employee's health benefits during this period of unpaid FMLA leave.
5. Terminate her employment.

The pregnancy disability leave shall begin at a time determined suitable by the certificated employee and as verified in writing by her personal physician or licensed health care provider, after consultation with her immediate supervisor and the Human Resources Department. The official date of leave shall not begin until the school day following the day she leaves the job. Pregnancy Disability Leave, including time taken as FMLA leave and/or general leave to care for a newborn child shall not exceed one (1) year.

Assignment upon return from the pregnancy disability leave shall be guaranteed and shall be into the certificated employee's former position. She shall retain all rights, seniority and benefits commonly afforded certificated employees on leave, including those under the Continuing Contract Law.

Before returning in her contracted duties, the certificated employee's personal physician or licensed health care provider shall certify that the certificated employee is in good health and ready to resume her contracted duties. After receiving certification to return to work from her personal physician or licensed health care provider, the certificated employee shall return to her contracted duties at a time which she and the Director of Human Resources deem appropriate.

19.8.2. Adoption/Parental Leave

A certificated employee shall be allowed a maximum of three (3) days leave with pay for purposes of gaining custody of an adopted child and/or transacting the legal requirements necessary in the adoption process. A maximum of two (2) additional days at the cost to the District of a substitute being deducted from the employee's salary shall be allowed. Adoption leave without pay shall be granted pursuant to the provisions of the General Leave section, Section 19.6 for the adoption of a child. It shall run concurrently with any FMLA leave for which the certificated employee is eligible. The certificated employee shall notify his/her immediate supervisor and the Human Resources Department as soon as possible of his/her intention to take adoption leave and his/her planned time for adoption. Leave shall then begin on the first school day after custody of the child is obtained provided, however, that this beginning date may be extended by the District, if needed, to obtain a satisfactory replacement. All conditions pertaining to his/her return to his/her contracted duties are the same as the above provisos for pregnancy disability leave except that the certification of his/her personal physician or licensed health care provider shall not be required at any time and that the position returned to may be a comparable.

Extension of pregnancy disability or adoption leave to the beginning of the certificated employee's next normal contract year shall be mutually reviewed by the District and the certificated employee if the leave period expires after the beginning of the fourth (4) quarter of a school year.

In addition to any other leaves, within the first year of a child's birth to, or placement with, an employee, such employee shall be allowed three (3) days of parental leave with pay. As well, two (2) additional days may be taken upon agreement by the employee to reimburse the District for the cost of a substitute.

Eligible employees may utilize the Family and Medical Leave Act (FMLA) to care for their newborn or newly adopted child in accordance with section 19.5. All the provisions of the Family and Medical Leave Act shall be extended to employees with work assignments of seven and one half (7.5) or more hours per day and at least 180 days per year who meet all other FMLA eligibility requirements.

Section 19.9. Leave Sharing

19.9.1. Receiving Shared Leave

An employee is eligible to receive donated leave if all the following are true:

- A. The employee requesting shared leave suffers from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused, or is likely to cause, the employee to:
 - 1. go on leave-without-pay status; or
 - 2. terminate his/her employment
- B. The employee's absence and the use of shared leave are justified;
- C. The employee has depleted, or will shortly deplete, his/her annual leave and sick leave reserves;
- D. The employee has been called to service in the uniformed services;

- E. The employee has abided by District rules regarding sick leave use; and
- F. If the employee is later found to be eligible for industrial insurance benefits, the employee agrees to and shall reimburse the District for the time loss compensation that is paid to him/her to the extent that the employee is paid time loss compensation (temporary total disability compensation or loss of earning power compensation) and shared sick for the same day(s). An employee shall not use shared sick leave or donated leave to supplement the difference between time loss compensation and either net or full wages. If an employee has already received shared sick leave and is later found to be eligible to receive industrial insurance benefits, the remaining difference between shared leave minus the industrial insurance benefit shall be deducted from the employee's sick leave balance, even if it results in a negative balance.

The Director of Human Resources shall determine the amount of leave, if any, which an employee may receive under this policy. Normally an employee shall not receive more leave than the number of contracted days remaining in the current school year. However, in the event that the condition requiring the employee's absence continues beyond the current school year, the employee shall not receive a total of more than 261 days of shared leave in accordance with RCW 41.04.665.

Section 19.9.2. Donating Shared Leave

District employees may donate annual leave or sick leave as follows:

- A. A staff member who has an accrued annual leave balance of more than ten (10) days may request that a specified number of days be transferred to another staff member authorized to receive shared leave. A staff member may not request leave to be transferred that would result in an accrued annual leave balance of fewer than ten (10) days. For purposes of this subsection A, annual leave does not accrue for employees who receive compensation in lieu of accumulating a balance of annual leave.
- B. A staff member may not request a transfer that would result in an accrued sick leave balance of fewer than one hundred seventy six (176) hours of sick leave. "Sick Leave" means leave for illness, injury or emergencies of extraordinary or severe nature pursuant to RCW 28A.400.300.

The donation of leave is totally voluntary. No employee shall be coerced, threatened, intimidated or financially induced into donating leave.

The number of leave days transferred shall not exceed the amount authorized by the donating staff member.

Leave transferred is based upon the current salary rate of the person receiving the leave. The receiving staff member will continue to be paid his/her regular rate while on shared leave. For example, if a staff member earning \$15.00 an hour donates one day of leave to someone earning \$7.50 an hour, the recipient would get two days of sick leave. However, if the \$7.50 an hour employee donates one day to the \$15.00 an hour employee, the higher-paid employee would receive one-half day of leave.

Any leave transferred under this policy which remains unused shall be returned at its original value to the staff member who donated the leave.

Section 19.10. Jury Duty, Subpoena

Leave with pay shall be allowed for jury duty. Any compensation, other than that for meals and travel, for jury duty performed on contract days shall be deducted from the employee's net salary.

Leave with pay shall be granted a subpoenaed employee while appearing as a witness in court or in an administrative hearing, in which the employee is not a party in interest, or if such appearance is related to the employee's District responsibility. The employee shall obtain any witness fee due and such shall be deducted from the net salary.

Section 19.11. Public and Military Service Leave

- A. Civic Service. Certificated employees shall be encouraged to take an active part in civic organizations. Such activity, however, should be outside of the regular school hours. Certificated employees who are called upon occasionally to take regular school time for club or community service may do so with prior approval of their immediate administrator.
- B. Political Leave. Subject to the conclusion of mutually satisfactory arrangements between the District and certificated employee, the District shall grant an unpaid leave of absence to such an employee for the purpose of serving in an elective or appointive public office or of campaigning for such an office. Upon conclusion of such public service leave, the employee shall be restored to his/her former position, or if this position is not available, to a substantially equivalent position.
- C. Military Leave. Certificated employees shall be authorized to participate in military service, and the District will allow leave for the same as provided in WAC 251-22-170.

Section 19.12. Fringe Benefits While on Leave

Certificated employees on non-compensated leave may, at said employee's option, be continued in any fringe benefit programs of the District, provided said certificated employee reimburses the cost of the programs to the District in advance by the first of each month. Certificated employees on compensated leave shall receive all fringe benefits for which they are eligible.

While on an approved leave, an employee will retain accrued Illness, Injury and Emergency Leave, Discretionary Leave and seniority rights. However, Illness, Injury and Emergency Leave, Discretionary Leave and seniority shall not accrue while the employee is on a leave of absence.

ARTICLE 20. CALENDAR

Section 20.1. Calendar

The calendars are in Appendices E-1 and E-2. In future calendars, the parties will schedule Spring Break so that the WASL exams do not occur the week following Spring Break, if possible. In the event of a change in vacation breaks of an approved calendar, and in recognition that this change may result in some employees being unable to obtain refunds for previously planned travel, the District agrees to provide 1-5 days of substitute coverage for up to twenty (20) employees for the previously scheduled break, on a first-come, first-serve basis. The District shall provide notice of this opportunity to all certificated staff via email and bulletin boards. Employees who are absent under this agreement during the previously scheduled break must agree to work the number of days they were absent during the new break. The District will arrange activities designed to promote the Strategic Directions for these employees to work on during this time.

Section 20.2. Ramifications of Calendar

Child Care: In order to accommodate a need for the supervision of children on early release days, each school site can determine under Article 38 to provide child care activities within the law.

ARTICLE 21. LENGTH OF WORK YEAR

Section 21.1. Regular Work Year

The length of the regular certificated employee work year shall be one hundred eighty-two (182) days in total. The contracted work year for certificated employees new to the District shall be one hundred eighty-four (184) days in total.

Section 21.2. Responsibility Contract

- A. The District and Association agree and affirm the following beliefs: (1) the success of the Puyallup School District is dependent upon hiring and retaining the highest quality teachers; (2) providing a quality education for students requires from teachers a commitment to the profession beyond the base contract, normal workday hours and school year; (3) state law allows additional compensation for additional time, additional responsibilities or incentives (TRI); (4) the additional commitment required of Puyallup's teachers cannot be accurately measured in hours or days; and (5) the time necessary to fulfill any one teacher's responsibilities will vary from that of another teacher as determined by the individual's own professional judgment.
- B. Each employee will be issued a supplemental contract in recognition of these additional responsibilities and as an incentive to provide the additional services.
- C. The supplemental contract recognizes that employees will provide a professionally responsible level of service in the following areas which are above the basic contract:
 - 1. Preparation for school opening;
 - 2. Work connected with the conclusion of the school year;
 - 3. Conferencing/communicating with students or parents;
 - 4. Supporting school/student activities;
 - 5. Providing individual help to students;
 - 6. Evaluating student work;
 - 7. Workshops, classes and inservice work;
 - 8. Researching educational materials and supplies;
 - 9. Improving and maintaining professional skills;
 - 10. Preparation and revisions of materials;
 - 11. Planning with other employees in areas of instruction and curriculum;
 - 12. Working with computers and other technology as related to educational uses; and
 - 13. Attending District and/or school-connected meetings such as PTSA, Open House, etc.
- D. Compensation for these duties shall be in accordance with the TRI Salary Schedule and payment will be made in equal monthly installments as is done with regular paychecks. Full year employees at .5 FTE or above are eligible for full TRI except where staff members are job-sharing. In job share situations, the two staff members will each receive their respective FTE times the amount for which they would qualify in a full-time position. Staff members who are less than .5 FTE will be eligible for pro rata TRI on an FTE basis, but not less than one-half the TRI base (\$2,395 in 2005-06).

- E. For the 2005-06 school year, employees shall be compensated for the responsibility contract as follows:
1. Employees with 0-7.9 years of experience will receive the TRI base = \$2,395.
 2. Employees with 8-14.9 years of experience will receive 1.2 x the TRI base, or \$2,874.
 3. Employees with 15-21.9 years of experience will receive 1.8667 x the TRI base, or \$4,471.
 4. Employees with 22-27.9 years of experience will receive 2.0 x the TRI base, or \$4,790.
 5. Employees with 28 or more years of experience will receive 2.2 x the TRI base, or \$5,269.
- F. The 2006-07 schedule reflects a 3% increase. Employees shall be compensated for the responsibility contract as follows for 2006-07 and 2007-08:
1. Employees with 0-7.9 years of experience will receive the TRI base = \$2,467.
 2. Employees with 8-14.9 years of experience will receive 1.2 x the TRI base, or \$2,960.
 3. Employees with 15-21.9 years of experience will receive 1.8667 x the TRI base, or \$4,605.
 4. Employees with 22-27.9 years of experience will receive 2.0 x the TRI base, or \$4,934.
 5. Employees with 28 or more years of experience will receive 2.2 x the TRI base, or \$5,427.

Section 21.3. Supplemental Days

All employees will be required to work three (3) supplemental days. One (1) additional supplemental day will be added to the 2007-08 calendar. Part-time and job share employees will be required to work and will be paid for 7.5 hours on such days regardless of their FTE. Required days will be paid through the term of each employee's contract in equal monthly payments, according to each employee's per diem.

- A. Back to School Day. One (1) of the supplemental days is the Back to School Day. Employees will attend building or unit meetings for one-half day, the day prior to the start of classes, and for attending back-to-school night. For itinerant certificated staff and specialists not assigned to classrooms, the back-to-school night aspect can be satisfied by an appropriate alternative parent contact activity approved by their immediate supervisor(s).
- B. Building Directed Days: Two (2) building directed days shall be used to collaborate in developing and implementing the comprehensive school improvement plans. Employees will participate in activities on an individual or group basis including, but not limited to, grade level teaming, curriculum mapping, review of assessment data, and vertical alignment. Secondary schools shall designate one (1) of the two (2) building directed days for two (2) parent conference activities to be scheduled by each building.
- C. District Directed Day: This District directed day will be used for professional development, in 2007-08.

Section 21.4. Counselors

In addition to their base contract, and any other required supplemental days, elementary counselors will be issued supplemental contracts for one (1) additional day to be paid at their respective per diem rate and secondary counselors will be issued supplemental contracts for fifteen (15) additional days to be paid at their respective per diem rate. Unless mutually agreed upon by a secondary counselor and his/her

supervisor, ten (10) of these days will be the ten (10) workdays prior to the beginning of school and five (5) will be scheduled at the employee's discretion to meet the duties of their job.

Section 21.5. Learning Improvement Days (LID)

Section 21.5.1. Purpose. For as long as the state shall fund them, in addition to the base contract year of 180 days, there shall be two (2) LIDs, whose purpose it is to provide time for instructional and ESA staff to work with administrators to plan and implement education reforms designed to improve student learning, implement education reform, and increase student achievement. All employees will be required to work these days and will be paid for 7.5 hours on such days regardless of their FTE.

Section 21.5.2. Definitions. A LID is a scheduled workday (or two half days) other than one of the 180 base contract days. The length of a LID shall not be less than the length of a regular full work day for certificated instructional staff, and two half days may be scheduled in lieu of one full LID if the combined work hours equal or exceed hours in a full LID.

Section 21.5.3. Allowable Activities. Allowable activities include developing and updating student learning improvement plans; implementing curriculum materials and instructional strategies; providing professional assessment strategies and training in assessment scoring; and conducting other activities intended to improve student learning. Allowable activities shall be consistent with district and building plans for improving student learning. All certificated employees may include learning opportunities appropriate for their specialized areas, as approved by their supervisors.

Section 21.5.4. LID Year. The LID year shall be July 1 through June 30, for purposes of tracking LID activities.

ARTICLE 22. LENGTH OF WORK DAY

Section 22.1. Contracted Day

The normal contracted day shall be defined as the period from the required arrival time to the permitted departure time and shall consist of seven and one-half (7-1/2) hours. Included in the normal contracted day are the Washington Administrative Code required half- hour on duty before and after the student school day and the Revised Code of Washington required half-hour duty-free lunch period, and the planning periods or release time wherever in force.

Section 22.2. Payment for Work Beyond Contracted Day

- A. Assigned supervision of student activities outside the 7-1/2 hour day not compensated on the Additional Assignment Schedule, or from activity stipends, will be compensated at half the hourly rate (below) OR on a per event basis agreeable to the employee. Any such supervision shall be at the discretion of the employee and purely optional. Elementary staff returning to school for a school program will receive the full hourly rate regardless of their role in the presentation of the program.
- B. Except for the monthly staff meeting, certificated non-administrative staff will receive the hourly rate for building-level and district-level meetings they are asked to attend outside the 7-1/2 hour school day.
- C. The hourly rate to be paid per each half-hour completed or each half-class period "covered" will be .096% of the base salary (BA - 0 Step) of the non-administrative certificated salary schedule.

ARTICLE 23. RELEASE TIME AND PLANNING PERIODS

Section 23.0. Elementary Supervision Duty

In order to ensure adequate planning time for elementary teachers, teachers shall not be required to do bus duty, before or after school student supervision duty, or recess duty.

Section 23.1. Secondary Planning Time

All certificated employees teaching in grades 7-12 shall be provided the equivalent of one teaching period per day for planning. A secondary teacher who regularly teaches an assigned class during his/her preparation period shall receive additional pay prorated according to the total number of teaching and planning periods in the day. Students shall not be assigned to a certificated employee during their planning period unless the employee agrees. When buying out the planning period of any staff member, the most senior qualified teacher who has the same planning period, or where student and master schedules can be adjusted with minimal impact, will be given the first option for the buyout.

Section 23.2. Elementary Planning Time

The following provisions apply to elementary teachers' planning time.

- A. Eligibility. All elementary classroom teachers (pre-school, K-6), music specialists, physical education specialists, and remediation specialists are eligible for planning time.
- B. Average Minutes Per Day. Beginning the first day of school, full-time elementary classroom teachers (pre-school, K-6) shall have not less than forty (40) continuous minutes per day to plan and be available to pupils and patrons prior to student arrival in the classroom. Of these forty (40) minutes, pre-school, K-6 teachers shall have the option of using fifteen (15) minutes prior to or after the student day. In addition, pre-school, K-6 teachers shall have thirty (30) minutes duty-free lunch and be available to pupils and patrons for thirty (30) minutes after the student day. Said planning time shall not supersede other contractual meeting obligations as per Article 22, Section 22.2.B.

Beginning the first day of school, planning time for primary elementary classroom teachers (Full Day K-3) shall be for not less than thirty (30) continuous minutes during the students' recess period on Monday, Tuesday, Thursday and Friday.

- C. Full Day K-3 teachers will receive on average three (3) thirty (30) minute periods of planning per week provided by Specialists and Intermediate teachers will receive on average, five (5) thirty (30) minute periods of planning per week provided by Specialists.

For all K-6 teachers who lose planning time because substitutes are not available for any of their days when specialists are assigned or recess is canceled, the teachers will be compensated for the lost time based on the professional hourly rate of pay.

Staff Breaks. To address the need for short breaks for all staff who do not have a break, the faculty of each elementary school shall meet on or before September 30th to discuss how breaks will be provided to staff. Consistent with section 29.3 Staff Utilization, non-certificated staff may be utilized whenever possible to release certificated staff. It shall be the expectation to implement

solutions that will not reduce instructional time. Another possible solution may include having staff members work collaboratively to arrange for coverage through joint supervision of students.

- D. Specialists Starting Time. Classroom starting time for Music, Physical Education and Librarians will be the first day of school and will continue through the last full day of school.
- E. Librarians Starting Time and Closing Time. Librarians will begin having classes the first day of school.
 - 1. All elementary library materials will be due eight (8) school days prior to the end of the school year. All elementary libraries will be open for Kindergarten through grade 6 through the day before school ends, or as planning is scheduled. The elementary library will be open through the next-to-last day for in-library use of selected materials for all grade levels.
 - 2. All Librarians shall receive two (2) additional days prior to the opening of school. All elementary Librarians will receive an additional two (2) days to be used for the opening or closing of a Library. These days will be authorized through issuance of a supplemental contract and will be paid at each librarian's per diem rate.
- F. Kindergarten Sessions. Kindergarten sessions will be broken by at least a 20-minute library, music, P.E. or recess time in each 2-1/2 hour session daily beginning no later than Monday of the first full week of school.

Section 23.3. Kindergarten Assessments

The District will provide one (1) day of substitute assistance during each trimester of the school year to provide Kindergarten teachers with time for assessing students. It is understood that this time will be subject to the availability of substitutes and will be coordinated by the Executive Director of Elementary Education and scheduled through the Substitute Office.

The District will provide two (2) substitute release days at the employee's discretion for conferences.

Section 23.4. Special Circumstances

Special circumstances may require additional released time for individuals within each building, i.e. lunchroom supervision, federal projects, vocational instruction, etc.

Section 23.5. Class Coverage

All certificated staff will be compensated at the hourly rate as per Article 22, Section 22.2.C, for "class coverage" during their planning time when no substitute is placed in a classroom, or when taking a coach's class who is leaving before the end of the school day.

Section 23.6. ESA Planning Time

ESA's shall have a minimum of three (3) hours per week of planning in no less than 30 minute increments. Each ESA shall have flexibility in scheduling his/her planning time. Any ESA not receiving a minimum of three (3) hours per week of planning may meet with the Executive Director of Special Services, an Assistant Director or the Appropriate Coordinator and a PEA Representative to reach a mutually agreeable solution.

Section 23.7. Release Time for Senior High Athletic Coordinator

The Senior High Athletic Coordinator shall have release time equivalent to one (1) teaching period per day.

Section 23.8. Exercise Programs for Staff

Both the District and the Association recognize that employees who are in good physical condition will be better prepared to meet the physically and mentally demanding tasks of teaching students. Therefore, the District agrees to allow exercise programs which are conducted within the confines of their assigned school site and which do not interfere with assigned responsibilities.

Section 23.9. English teachers

English teachers in grades 9-12 shall receive one (1) release day each semester to evaluate and assess student work. Release days must be requested in whole-day increments and no more than five (5) teachers may request leave on the same day. Release days shall be arranged through the office of the Executive Director of Secondary Education. Substitute coverage for these days shall be given high priority.

Section 23.10. Culminating Projects

Task Force: Both the District and the Association acknowledge the value of the Culminating Project. At the same time, both recognize the workload impacts associated with the Culminating Project. A task force will be instituted during summer 2005 for the express purpose of seeking ways to reduce workload impacts preferably by fall 2005. Task force members will include one (1) Administrator from each High School, two (2) Career Counselors, two (2) Central Office Administrators and four (4) selected PEA members.

Stipends: High School staffs may choose to pool Culminating Project stipends (\$20,000 per High School) in order to use the funds to purchase some other form of support for Culminating Project work (such as readers to evaluate student papers). A majority vote of the staff members eligible to receive the Culminating Project stipend in a High School shall determine whether the funds will be used in an alternative manner in that High School. Any alternative use of the funds must ensure all current project guidelines are met.

ARTICLE 24. LAYOFF AND RECALL

Section 24.1. General

Determination by the District that any certificated employee of the District shall be laid off for the following school year by reason of financial necessity, including, but not limited to, levy failure or decreased State support, redirection, reduction, or elimination of I-728 funding, or reduced enrollment necessitating layoff or discontinuation of a position(s) including those resulting from termination or reduction of funding of categorically-funded projects over and above attrition, shall be made pursuant to the provisions of this Agreement, and shall be based upon financial resources available for the following school year.

- A. The term "layoff" as used herein refers to action by the District to reduce the number of certificated employees in the District over and above attrition, and due to economic reasons only; it does not refer to decisions to discharge or non-renew an individual certificated employee for cause.
- B. Layoff of certificated employees with valid contracts shall not be made during any school year. All layoffs shall commence at the end of the school year. In the event of layoff, the District shall

provide written notice of non-renewal to all affected certificated employees on or before May 15. The Association shall be notified of the possibility of layoffs not later than April 15.

- C. The District shall make a thorough effort to secure cooperation and funding from local, state and federal government and non-government resources. Copies of written reports submitted to the School Board detailing these efforts shall be provided to the Association.
- D. Retained programs and activities shall attempt to minimize the consequence of the reductions upon the student(s). Health and safety standards shall be maintained.
- E. Layoff of certificated employees shall not occur unless the District can show there is a financial problem that would prevent the District from employing certificated staff at the same level as the previous year, or there is a reduction in enrollment necessitating layoff over and above attrition, or there is discontinuation of a position(s) including those resulting from termination or reduction of funding categorically-funded projects. The District shall provide the Association, upon its request, with a detailed report on the financial affairs of the District, including copies of documents related to said finances and information related thereto.

Section 24.2. Procedures for Staff Reduction

In the event that it is necessary to reduce the number of certificated employees, those certificated employees (collectively "certificated employees" herein) who will be retained to implement the District's reduced or modified program and those certificated employees who will be terminated from employment or adversely affected in contract status will be identified by using the following procedures:

- A. Determination of Vacant Positions. The District will determine, as accurately as possible, the total number of certificated staff known as of April 1, leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge or non-renewal, etc., and these vacancies will be taken into consideration in determining the number of available certificated positions for the following school year.
- B. Certification. Possession of any valid Washington State Certificate with the necessary endorsements which may be required by statute or administrative code for the position(s) under consideration shall be a prerequisite for retention.
- C. Employment Categories. The following categories and specialties are established to ensure the qualifications of personnel assigned to retained positions:
 - 1. Elementary teachers will be considered for retention in one category (K-6). Elementary teachers shall include classroom teachers, elementary remediation specialists, elementary general music teachers, elementary P. E. teachers, and gifted education teachers.
 - 2. Except as provided in Section 24.2.C.1, secondary teachers (7-12) will be considered for retention by teaching specialties such as science, math, social studies, language arts, technology education, home and family life, vocational education, music, art, physical education, health and foreign languages (by language).
 - 3. Other certificated employees will be considered for retention according to their specialties, which will include:

Secondary Remediation Specialists

ESL
School Nurses
Guidance Staff
Librarians
Special Education Instructional Personnel (by field of specialty)
Itinerant Vocational Staff (by field of specialty)
Itinerant Special Education Support Staff (by field of specialty)
Building Learning Specialists
Educational Specialists
Administrative Assistants

Certificated employees on leave from the District shall be placed in the category appropriate to said employees, and certificated employees employed on one-year non-continuing contracts shall not be so included.

- D. Retention by Employment Category. Each certificated staff member will, in accordance with the criteria set forth in paragraph E hereof, be considered for retention in the category or specialty within a category appropriate to the position held at the time of the implementation of these procedures. For the purposes of this section, an employee is currently performing in any given category or specialty if .4 FTE or more of such employee's assignment is devoted to such category or specialty. Certificated employees shall also be considered for retention in such additional categories or specialties as any such employee may designate in writing to the Superintendent or designee, provided, that in order to qualify for consideration in any such additional category, the employee must have had a minimum of one (1) year full-time professional experience* in each such additional category, a documented major or minor, or an endorsement in a category.

All written designations for consideration in additional categories shall be submitted in writing within five (5) working days after any request for such information is made by the Superintendent or designee. Employees will be considered for additional categories only if they do not qualify for retention in the category appropriate to the position held at the time of the implementation of these procedures.

- E. Selection Within Employment Categories. Certificated employees shall be considered for retention in available positions within the categories or specialties for which they qualify under Section 24.2.D hereof. In the event there are more qualified employees than available positions in a given category or specialty, the following criteria shall be used to determine which employees shall be recommended for retention:

1. Total seniority as a certificated employee as documented[†] in the Human Resources Office by December 15 of the school year shall be the basis for retention for those categories and specialties identified in Section 24.2.C above. Within each such category or specialty, the employee(s) having the greater seniority shall be recommended for retention[‡]. In the event ties exist, the employee(s) having the most full days on paid status between September 1 and January 1 shall be retained. If a tie remains, the employee(s) having the highest number of

* Employees who, by part-time assignments, have accumulated the equivalent of one (1) year of full-time experience in an additional category satisfy the requirements of this paragraph with respect to such additional category.

[†] It shall be the responsibility of the District to provide notice to each staff member the documented seniority and credits on file for that employee by November 15 of each school year.

[‡] It shall be the responsibility of the employee to review the seniority and credit information provided to them by the District and document any errors by December 15 of each school year. If more than one such employee is qualified for an open position, the criteria set forth in Section 24.2.E shall be applied to determine who shall be offered such position.

college or university credits beyond the B. A. Degree earned by September 1 and recorded in the Human Resources Office by December 15 of the current school year shall have preference. If ties still remain, the employee(s) to be retained shall be determined by drawing lots among the employees who tie.

2. "Seniority" within the meaning of this paragraph shall mean years of certificated experience of the nature eligible for recognition by the District for salary purposes, regardless of whether actually providing higher salary on a given salary schedule. Seniority shall be calculated as stipulated in the S-275 rules established by the State Superintendent of Public Instruction for reimbursement purposes. [Appendix H attached]. For example, if a salary schedule "tops out" at 15 years, an employee with 16.5 years would be senior to an employee with 16.0 years.

Seniority shall be calculated based on documented experience for each employee occurring prior to September 1 each year. The Association shall be provided a seniority list by February 1 each year. The list shall not include any certificated staff under replacement contracts on February 1.

- F. Action by Superintendent or his/her Designee. The provisions of Section 24.2.A-E above shall be implemented on or before May 15 of the school year prior to the school year in which any staff reductions may be necessary. The Superintendent or his/her Designee shall take such action as may be required by statute to non-renew or adversely affect the employment contracts of affected employees.

- G. Employment Pool.

1. All certificated employees who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible reemployment for a period of up to three (3) years. Employment pool personnel will be given the opportunity to fill open positions within the categories or specialties identified in Section 24.2.C for which they are qualified under Section 24.2.D.
2. When a vacancy occurs for which a person(s) in the employment pool qualifies, notification from the School District to such individual will be by certified mail or by personal delivery. Such individual will have five (5) calendar days from receipt of the letter to accept the position.

ARTICLE 25. PROFESSIONAL RESPONSIBILITY

Section 25.1. Professional Responsibility

Members of the bargaining unit do not have the authority to direct or control the actions of other members of the bargaining unit. Non-administrators, such as, but not limited to, Department Coordinators, Education Specialists, Athletic and Activities Coordinators, Administrative Assistants, Building Learning Specialists, Curriculum Specialists, etc. shall provide support and coordination for programs in carrying out the programs and directives of their supervisors, but shall not have the authority to perform supervisory functions (i.e. discipline, evaluation, directing, etc.).

All Building Learning Specialists shall be provided with a computer with adequate memory to support assessment and programs, and the furniture and work area necessary to accomplish the tasks of their

positions. These bargaining unit members shall be protected by all terms and conditions contained within this Collective Bargaining Agreement, including and not limited to the current Evaluation tool.

Employees who need access to a secure printer will work with their building Principals/Supervisors to identify a secure printer, and submit a service request form to the Technical Services Center.

Section 25.2. Schedules

Upon receiving the ABC building assignments, the Principal will meet with the Specialists to set the parameters for scheduling. The Specialists will develop their schedules in collaboration with the Principal and all affected staff.

ARTICLE 26. JOB SHARE

The District agrees to job sharing, and will consider job share applications and follow mutually agreed upon guidelines as per Appendix J.

PART IV - INSTRUCTION

ARTICLE 27. CLASS SIZE

Section 27.1. Class Size Goals

The District and Association agree to set the following goals for average class size in the District:

Kindergarten	18-22*
First Grade	18-22*
Second Grade	23
Third Grade	24
Fourth Grade	26
Fifth Grade	28
Sixth Grade	28
All Others	29

The District shall provide a class size report to the Association after the tenth (10) day of school, and thereafter upon request.

* The K-1 class size goals shall be increased if the state basic education apportionment ratio, local levy funding, I-728 funding, or federal class size reduction funding falls below the 2002-03 school year level. These class size average goals shall not increase past twenty-two (22) students in any case.

Section 27.2. Elementary Class Size Triggers

Classroom assistance will be provided as indicated in the chart below when these triggers are reached:

Grade	1.0/day	2.0/day	3.0/day	4.0/day
AM/PM Kindergarten	21	22-23	24-25	X
Full-Day Kindergarten	21-22	23-24	25	26
First	21-22	23-24	25	26
Second	24-25	26-27	28	29

Third	25-26	27-28	29	30
Fourth	27-28	29-30	31-32	33
Fifth	29-30	31-32	33-34	35
Sixth	29-30	31-32	33-34	35

The first count for class size overload assistance will be on 4th school day in September. Based on this count, the District will assess the class size loads district-wide and identify those employees eligible for assistance using the chart above. Assistance will then be provided by placing para substitutes into classes or extending the hourly assignments of paraeducators already assigned to a building. Those classes with the larger class sizes will receive priority consideration. The final count for class size overload assistance will be taken on the 11th school day and adjustments in paraeducator time will be made according to the chart above. The same process will be used in January on the 2nd Monday.

Following the count days, District administrators and PEA representatives will meet to discuss the class size loads district-wide and any anticipated problem situations. Throughout the year, as specific class size issues arise, the parties will meet to discuss the issues.

No additional student may be added to a classroom beyond the fourth (4th) column without first having representatives from the Puyallup School District, the Puyallup Education Association, and the affected teacher(s) meet to discuss the reason(s) for needing to add another student and to reach agreement on an acceptable level of assistance and/or compensation. Solutions such as creating a new classroom, transferring students to other schools without loss of instructional time, adding certificated and/or classified support, and providing compensation will all be discussed.

Resource room teachers are excluded from the chart above. Staffing is done using a different process, which includes the consideration of individual students' needs. A Resource staffing report will be provided to the PEA after the eleventh (11th) day of school.

An Elementary teacher whose class size qualifies him/her for one (1) hour of paraeducator time may elect to receive a stipend of five hundred dollars (\$500.00) per semester instead of the paraeducator time.

Section 27.3. Workload Relief

In recognizing the effect that an excessive workload has upon students, the following procedure shall be followed when an employee believes that his/her workload is excessive:

Informal Step. In the event that class sizes/workloads exceed goals at any level, a discussion may be held at the building level regarding the class size/workload. This discussion may be initiated by either an employee or an administrator.

Step 1: Site Level. The certificated employee and the principal will attempt to resolve issues of excessive workload at the building level. It may be necessary to confer with others, (i.e. other faculty, central administrators, other principals, or the Superintendent) in attempting to resolve the concern. The building administrator will consider possible options, such as: balancing the schedule, requesting additional staff because of increased student enrollment, requesting additional paraeducator assistance and other appropriate options.

Step 2: Executive Director Level. If no agreed-upon solution can be found at the building level, the matter will be forwarded to the Executive Director of Elementary or Secondary Education and/or the Executive Director of Special Services. Said executive director shall, in good faith, examine the various options including: busing students, reviewing building schedules, granting additional staff because of enrollment

growth, granting paraeducator time, moving staff across programs or grade levels, and other appropriate options.

Step 3: Workload Relief Committee. If no agreed-upon solution can be found within five (5) days, the matter shall be presented to the building staff, or chosen representatives thereof, along with other excessive workload problems identified in the same manner within the building. The staff, or chosen representatives, thereof, shall prioritize the workload needs of the building.

A committee will be established to deal with workload issues. Said Committee shall be composed of three (3) bargaining unit members appointed by the PEA President, and three (3) administrators appointed by the Superintendent or designee. The Committee shall select its own chairperson and will establish the guidelines, criteria and procedures for allocation of the workload fund. The list of building priorities with accompanying documentation shall be submitted to the Workload Relief Committee for their action on said requests. The Committee will encourage a representative of the building being present to speak to the matter.

The District will provide annually a pool of \$50,000 to address workload issues at the elementary level.

Section 27.4. Secondary Class Size Relief

To address class size issues at the secondary schools, teachers with a total workload of 150 students and above will receive a stipend based on the chart below. The total amount allocated for stipends is \$75,000.

Total Student Workload	Stipend Per Semester
150 – 154	\$250
155 – 159	\$500
160 – 164	\$750
165 – 169	\$1000
170+	\$1250
PE Teachers 175+	\$750
Music Jr. High 230	\$750
Music Sr. High Vocal 205	\$750
Music Sr. High Instrumental 180	\$750

Digitool teachers will receive a stipend based on the total number of 9th grade students divided by two (2).

The following are excluded from the above provision: JAG, advisory, and TA's. These excluded positions shall be eligible for relief at the building level through the money distributed to the building on an FTE basis.

Teachers who are not 1.0 FTE will have their total student workload and stipend pro-rated based on their FTE. For purposes of this section, buy-outs will be considered a 1.2 FTE.

If a secondary school staff elects to use one (1) FTE certificated staff member in an instructional support role (instead of teaching five classes), the members of that staff will add +2 to class overload trigger numbers in each cell.

Teachers who are eligible for stipends may pool their money and purchase paraeducator time.

Stipends will be paid based on the official enrollment counts on October 1 and February 1. Following the October 1 count, money will be subtracted from the pool of \$75,000 to pay for the October stipends and the

projected stipends in February. The remainder of the money will be distributed to the buildings on a student FTE basis. A building based committee will use the money to address workload issues and provide support to staff. If in October it is anticipated that stipends will cost more than the \$75,000 pool, stipends will be pro-rated to use the \$75,000.

Section 27.5. Inclusion of Special Education Students

Where special education students from self-contained classes are in an elementary classroom for instruction, those students should count as part of the class size if they are in that class more than five (5) hours per week. However, students mainstreamed for lunch, recess, P.E. or music should not count as part of the class size.

Section 27.6. Combination Classrooms

The principal shall conduct a staff meeting among all classroom teachers affected by the establishment of a combination classroom to discuss the criteria and the procedures for its formation. The number of students in a combination primary room should not be more than twenty-three (23) students and twenty-five (25) in an intermediate room without the teacher's approval. The District will make a reasonable effort not to assign non-sequential combination classes.

ARTICLE 28. SPECIAL NEEDS/SPECIAL ED TRAINING AND ASSISTANCE

Section 28.1. General

Annually, each school building office will be provided with current state and District guidelines governing the placement of special education students in the regular classroom. In addition, teachers assigned special education resource room students should receive assistance from the student's resource room teacher in planning and evaluating the student's work where appropriate. Placements of students with special needs in the least restrictive environment settings will be consistent with state and federal guidelines and regulations.

Section 28.2. Special Education Supplemental Days

Each psychologist will receive ten (10) supplemental days. Each nurse will receive five (5) supplemental days. Each SLP, OT, PT, Audiologist and special education teacher will receive two (2) extra days, at per diem, to prepare individual education plans and/or assessment reports, or hold meetings related to such responsibilities as determined by the employee.

Section 28.3. Class Balance

Classes are formed taking into consideration the balance of student needs and the consequent demands on teacher/specialist time and available resources. At all times efforts will be made to ensure that the Special Education and General Education teachers work together to create balanced classrooms. It is considered best practice to look at scheduling and placement early to provide a smooth transition for each student.

Section 28.4. Determining Special Service Delivery Models

Each building staff will have an opportunity to review service delivery models used at sites to deliver services to special education/special needs students. Opportunities will be provided to share research, examine various options, identify resources which would be needed utilizing various options, and share any other relevant information. To the extent the law allows, staff will have an opportunity to be involved in determining what model(s) best meet the individual needs of students and be meaningfully involved in the

implementation of the range of options available at each site. Because of fiscal and/or human resource limitations, certain options may have to be planned for, or phased in, over a period of years.

Section 28.5. Review of Placement

If a student is not progressing as expected or projected on the IEP, the teacher will notify the building designee. The building designee will call for an IEP Committee or SRC meeting to be scheduled as soon as possible to review the appropriateness of the current program/placement.

Section 28.6. Students with Health Conditions

When a student who has a health condition which may require emergency procedures is placed in any program, a meeting will be scheduled before placement, if possible, to discuss and resolve concerns relating to the emergency procedures appropriate to the student and reflected in the emergency plan.

Section 28.7. Special Education Student Information

- A. When special education eligibility information is received from another district, and upon parental approval, the special education building staff will receive authorization to provide services in areas of eligibility. When written data are received and reviewed by the psychologist, copies of current evaluation data and the current IEP will be sent to the principal of the receiving school.
- B. It will be the responsibility of the staff in the receiving school to provide relevant special education information, including IEP areas of eligibility, to general education staff within ten (10) school days of receipt, if possible. If a general education staff member desires additional information, IEPs shall be available in the respective schools.

Section 28.8. Staff Roles in Meeting the Needs of Special Education Students

- A. Role of Regular Education Teacher: The role of the regular education teacher is to teach the general education class and help the special needs student be included as a full member of that learning community as much as possible. It is not the general education teacher's responsibility to get the student to grade level; rather, it is to assist the student to achieve his/her IEP goals and objectives. The general education teachers in whose class the student is enrolled must be included in the development of the IEP for the particular student. Regular education teachers, in whose classes the student is enrolled, shall be invited to, and given the opportunity to participate in, the individualized education program meetings. The classroom teacher must have access to resources and support in order to successfully include the student in his/her classroom.
- B. Role of Special Education Teacher: The role of the special education teacher is to determine, based on the student's IEP and in cooperation with the classroom teacher, areas that are a focus of growth/measurement for the particular student. The special education teacher will assist in adapting student grading, provide resource materials, provide instruction, and serve as the primary contact person with the parent(s) unless otherwise determined with the regular classroom teacher. The special education teacher is responsible for writing, coordinating the implementation of the IEP, and monitoring all IEP goal areas. The IEP will be reviewed and modified in consultation with the regular classroom teacher.
- C. Role of Student Review Committee: The role of the Student Review Committee (SRC) is to explore and recommend the most appropriate program for a special education student, interventions,

accommodations, modifications and/or program change options for any student based on the student's physical, social, academic and psychological needs.

- D. Role of Other Service Providers: The role of other service providers (SLP, OT/PT, school psychologists, etc.) in supporting and serving staff and students will be determined by the student's IEP requirements for related services and coordinated through the building support team and/or SRC, the classroom teacher involved, and the special education teacher.

ARTICLE 29. PARA EDUCATORS

Section 29.1. Technicians, lay assistants and paraeducators may be employed to aid professional school personnel wherever it is indicated that such services will provide for improvement in the school programs.

Technicians, lay assistants and paraeducators shall not assume professional responsibility for the guiding of instruction or the control of students for instructional purposes. These responsibilities reside with the professionally certificated employee.

Section 29.1.1. Bargaining unit members shall not be required to do paraeducator evaluations.

Section 29.2. Playground, bus and recess supervisors shall not be considered as performing professional instructional responsibilities.

Section 29.3. Staff Utilization. The safety of students at school is a shared responsibility of all the certificated and non-certificated staff. The supervision of students before school, after school, in the lunchrooms, during recesses, during passing periods, and in non-instructional settings shall therefore also be a joint responsibility. In making provision for the prudent supervision of students, it shall be the goal in each building to balance the supervisory responsibility among all staff members. However, within the limits of the staff hours allocated to each building, certificated staff shall be utilized in roles where certificated persons are required to perform the work, and non-certificated staff shall be utilized where possible to release certificated staff to perform those tasks. The assignments of the personnel allocated will vary from building to building in response to the collaborative decisions of building staff and administration. If an accord cannot be reached in a building, the administrator shall implement temporary assignments and the parties shall seek facilitation of an accord in a timely fashion.

ARTICLE 30. BUILDING STANDARDS

Section 30.1. In order to insure that an optimum learning environment exists in a new, remodeled or rebuilt school, an advisory committee of five (5) members including the Executive Director of Facilities to represent the facility in question shall be formed. The Central Administration shall appoint two (2) members; the Association shall appoint two (2) certificated employees. The function of the committee shall be to:

- A. Assist the Executive Director of Facilities in determining the progress toward readiness of the facility to be opened, using the Board approved educational specifications as the measure of completion.
- B. Make recommendations to the Executive Director of Facilities on what planned work is to be completed before occupancy. This planned work will be incorporated into the punch list attached to the "Certificate of Substantial Completion."

- C. Assist the Executive Director of Facilities in selecting alternate housing options or a delayed school opening.

Said committee shall make its recommendations on readiness or alternatives at least two (2) weeks in advance of the opening of school. If said committee finds deficiencies with respect to the Educational Specifications, it shall recommend what work needs to be completed before occupancy should occur to: (1) The Executive Director of Facilities, who will incorporate items into the "punch list" attached to the "Certificate of Substantial Completion"; (2) The Association President; and (3) The Superintendent, who will share the recommendations with the School Board as a part of his/her regular reports on the status of District facilities. If occupancy occurs before completion of the recommendations, the District shall report to the committee as to the status of the committee's recommendations and specify the date by which the work is expected to be completed.

Section 30.2. Communications' capacity being important, the District will continue to include telephones in each classroom as buildings are built or totally remodeled.

Each existing classroom shall be equipped with a means of communicating with the Main Office. Each site will have a phone designated for faculty use for private conversations. The need for staff members to receive messages at work is recognized, and in each building this process will be collaboratively arrived at for utilizing the system and persons available. However, it is agreed that staff members will, except in emergency cases, restrict their use of phones to times that will not diminish the District from the educational process and that personal business calls should be made outside the school day.

ARTICLE 31. STUDENT DISCIPLINE, SAFETY AND SECURITY OF STUDENTS AND STAFF

Section 31.1. The Puyallup School District and the Puyallup Education Association are jointly committed to providing quality educational programs in a warm, open, supportive environment which protects the safety and security of all students and staff. Therefore, the parties agree that an optimal teaching and learning climate for staff and students requires a no tolerance policy for weapons, dangerous devices, and assaultive behavior. The parties recognize the increasing incidence of weapons, dangerous devices, and serious assaults in the society in general and in the nation's schools, and recognize that with such serious misbehavior, experience has shown that normal sanctions less severe than expulsion have failed to preserve a safe and orderly educational environment.

Section 31.2. To achieve the above, it is agreed that possession or use of weapons, explosives, firecrackers, illegal knives, or other items capable of producing bodily harm shall be prohibited. Consistent with student due process and other legal requirements, the normal penalty shall be expulsion for possession or use of any weapons or dangerous devices, including but not limited to any weapon listed as a deadly weapon in RCW 9A.04.110 or local ordinances. Likewise, when any item is used by the aggressor as a weapon, or which a victim reasonably believes to be a weapon, the same sanctions will apply. Further, it is agreed that the normal penalty is emergency expulsion and other appropriate sanctions for any student who commits a serious assault. Serious assaultive behaviors are defined as either physical assaultive behavior (purposeful assaultive, aggressive behavior, with intent to do serious harm), or verbal assaultive behavior (racial threat or threat to do serious bodily physical harm, either student-to-student or student-to-staff). An emergency expulsion shall continue if the Superintendent or designee has good and sufficient reason to believe the student(s) presence poses an immediate and continuing danger to employee(s), a student, other students or school personnel, or an immediate and continuing threat of substantial disruption of the class, subject, activity or educational process of the student(s) school. In making that determination, the hearing officer shall solicit input from the staff and administration of the building(s) directly affected.

Section 31.3. The District shall provide prompt assistance and support to certificated employees in connection with student discipline problems. An administrator or acting administrator, volunteering to be invested with the authority to act as such shall be available during school hours. When the administrator is away from the building, but in the District, an administrator shall be on call. When the building administrator is out-of-district or absent for half the day or more, a substitute shall be provided when needed to maintain the building administrative coverage, unless a building's assistant principal is available. Teachers shall not be asked to accept the administrative responsibility and still teach their assigned classes.

Section 31.4. In the maintenance of a sound learning environment, the certificated employee and the District shall expect and work to enforce acceptable behavior on the part of all students who attend schools in the District. Certificated employees shall operate within State law and District policy in maintaining good order and discipline in their classrooms at all times.

Section 31.5. Without revealing specific information regarding criminal histories, medical histories, or specifically protected private information, receiving certificated employees will be notified in an appropriate manner of students who have exhibited serious assaultive behavior prior to their admittance to classrooms. Staff members so informed shall treat the information as confidential.

Section 31.6. Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day or until the principal or designee and teacher have conferred, whichever occurs first: provided, that except in emergency circumstances, the teacher shall have first attempted one or more alternative forms of corrective action: provided further, that in no event without the consent of the teacher shall an excluded student be returned during the balance of that class or activity period.

Section 31.7. Further, the authority of certificated employees to use prudent disciplinary measures for the safety and well-being of students and employees as well as the authority to use standard disciplinary measures for each disabled student, except where notification to the contrary has been provided to staff, is supported by the District. In the exercise of authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional judgment, including reasonable and prudent use of physical constraint, to protect harm being done to a student or to him/herself.

Section 31.8. On or before September 30 of each school year, each building principal and his/her teaching staff shall meet to develop and/or review building disciplinary standards, and uniform enforcement of those standards. Visitor access regulations will be in the employee handbook. In addition, the special education guidelines will be reviewed.

Section 31.9. Disruptive Students. If a mainstreamed student(s) is so disruptive that the education of other students is significantly impaired, the classroom teacher may recommend removal of said student(s) from the classroom in accordance with applicable Federal and State laws and the IEP of said student(s).

Section 31.9.1. Within three (3) days of written notification (to principal or his/her designee) of a behavior problem of a student with an IEP, an employee shall have the right to meet and confer with the principal and/or the available members of that students' SRC (Student Review Committee).

ARTICLE 32. SAFE WORKING CONDITIONS

Certificated employees shall not be expected to work, teach or supervise students in an area where such work would likely result in physical or emotional harm to said employee(s) or student(s). When the staff member(s) and site administrator(s) indicate a hazardous condition exists, the concern will be acted upon

within five (5) working days. If there is a disagreement as to the hazardous condition, the matter may be referred by either party to the appropriate state or county agency for determination. If the safety concerns relates to workload, then it shall first be taken up with the principal.

All rooms in which students are required to eat lunch shall be cleaned daily, including floor, sinks and trash removal.

Certificated employees shall promptly report any safety hazards or unsafe conditions they are aware of to their immediate administrator. The District shall advise certificated employees of any unsafe working condition(s), as determined by a state or county agency, which would pose an immediate and substantial threat to them or their students' health in the areas in which they work. A copy of the notification to the certificated employee(s) will be sent to the Association President within five (5) working days of receipt of the same by the District. Within five (5) working days following the District's receipt of facility environmental testing prompted by an Association complaint, a copy of all environmental test results shall be provided to the Association President.

ARTICLE 33. DISTRICTWIDE COMMITTEES

Section 33.1. Instructional Program

The Superintendent or his/her designee shall post the existence of regular District-wide instructional program committees in each building each school year. Criteria for membership, contractual rate of pay offered, if any, and the available openings on the committees, if any, shall be listed at the time of posting. Certificated employees shall have five (5) working days after the date of posting to indicate to the appropriate administrator their desire to serve on said committee(s). Employees are not required to participate in district-wide committees outside the seven and one half (7.5) hour work day. Such participation is strictly voluntary. Administration shall not coerce or intimidate employees to participate on committees, particularly employees new to the District, and/or profession. Work required outside of the seven and one half (7.5) hour work day shall be compensated at the stated contractual rate of pay.

Section 33.2. Other Committees

The District may request that an employee serve on a District committee, and building-level administrators may request that an employee serve on a building-level committee. Each employee shall not be subject to reprisals for choosing not to serve on District or building-level committees. When the District or building administrator deems appropriate, released time shall be provided for participation on said committee(s). Employees will not be required to participate on District-wide or building-level committees outside the seven and one half (7.5) hour work day unless compensated at the contractual rate of pay.

Section 33.3. Composition

The composition of district-wide task forces and committees shall be reviewed by the Association prior to a committee meeting to ensure appropriate representation of Association members.

ARTICLE 34. STUDENT TEACHERS

The Board and Association agree that the acceptance and proper deployment of student teachers in the Puyallup School District can constitute a significant contribution to the improvement of the educational profession.

Guidelines for consideration include: (1) only one student teacher per year per supervising teacher, (2) assignment only with an experienced teacher, (3) the program is voluntary, and (4) spring preplanning is valuable in making the program effective.

ARTICLE 35. GRADING STANDARDS

Teachers are responsible for setting permissible standards for grading students, communicating those standards and fairly applying them. Such grades will only be changed in accordance with the law or District policy. Prior to making any decision which alters any grade or makes a recommendation to alter a grade, a building administrator/supervisor will study the records, ascertain the factors involved and consult with the employee who gave the grade. If a grade is altered by a District representative, the employee shall be notified in writing. (See WAC 180-44-010 and RCW 28A.150.240.)

PART V - PROCEDURES AND PROCESSES

ARTICLE 36. GRIEVANCE PROCEDURE

Section 36.1. General

The purpose of the following grievance procedure shall be to provide for the orderly and expeditious adjustment of grievances at the earliest possible time. This procedure shall be utilized as a method of solving problems in the interest of educational programs and in the spirit of cooperation among the administration and the certificated employees.

Section 36.2. Definitions

- A. A "grievant" shall mean a certificated employee(s) or the Association.
- B. A "grievance" shall mean a claim by a grievant that there exists a violation, misinterpretation or misapplication by the District of a specific provision of the Collective Bargaining Agreement, or any other written agreement between the Association and the District. In the case of a grievance filed by the Association, the Association shall state the specific instance(s) or circumstance(s) which precipitates said grievance.
- C. "Days" shall mean school days during the period September 1 through May 30 and all weekdays during the remainder of the year.
- D. "Time Limits". If the stipulated time limits are not met by the District, the grievant shall have the right to appeal the grievance to the next step. If the stipulated time limits are not met by the grievant, the grievance is deemed satisfied and may not be appealed further. The parties involved, may, by mutual written agreement, modify any time limits contained in the procedure. The District and the Association shall receive copies of such agreements.

Section 36.3. Procedure

The following steps are designed to secure, at the administrative level closest to the grievant, solutions to any grievance which may occur.

- Step 1. The District and the Association acknowledge and the parties involved are advised that it is desirable for a certificated employee and the appropriate administrator to resolve problems through free and informal communications. If an employee chooses to meet informally with

his/her supervisor, s/he may have a representative join him/her at any grievance meeting. Every effort shall be made to resolve the grievance at this level. An employee must notify his/her immediate supervisor of a grievance within thirty (30) days of his/her knowledge of a disagreement or violation of the contract, or the incident will be considered invalid and subject to no further process.

Step 2. If the grievant is not satisfied with the disposition of the grievance at Step 1, it may be presented as a written grievance, by the grievant and/or his/her designated association representative, to the appropriate administrator within ten (10) days following the supervisor's response to the informal meeting. The grievance shall state the fact(s) upon which it is based, the issue involved, any Agreement provisions allegedly violated, and the relief sought. The appropriate administrator shall arrange for a meeting with the grievant through the designated association representative within five (5) days after receipt of the written grievance. The date, time and location of the meeting shall be mutually agreeable to all parties. Within ten (10) days after the meeting between the parties involved, the appropriate administrator shall provide the grievant and the association representative with a written response. Such response shall include the reason(s) for the decision.

Step 3. If the grievant is not satisfied with the disposition of the grievance at Step 2, the decision may be appealed to the Superintendent or designated representative within ten (10) days of the receipt of the written response. The Superintendent or designated representative shall arrange for a hearing with the grievant through the association representative within five (5) days of receipt of the written appeal. The hearing date, time and location shall be mutually agreeable to all parties. Upon conclusion of the hearing, the Superintendent or designated representative shall, within ten (10) days, provide the grievant and the association representative with a written response. Such response shall include the reason(s) for the decision.

Step 4. Arbitration:

A. General. Any grievance which pertains to the Collective Bargaining Agreement or other written agreements between the District and the Association may be presented to the Association for submission in binding arbitration if the grievant is not satisfied with the disposition at Step 3. Such request shall be presented in writing to the Association within five (5) days of receipt of the written response at Step 3. If the Association determines that the grievance involves an alleged violation, misinterpretation or misapplication by the District of a specific provision of the Collective Bargaining Agreement or other written agreements, the Association may, by written notice to the Superintendent presented within fifteen (15) days after receipt of the request at Step 4, submit the grievance to binding arbitration. If any questions arise as to the arbitrability of the grievance, such questions shall first be ruled on by the arbitrator selected to hear the grievance.

The arbitrator shall be without power or authority to rule on any of the following conditions:

1. The termination of services or failure to reemploy any provisional employee.
2. The content of an employee's evaluation or of an administrator's report pursuant to evaluation or probation, except for any procedural requirements which may affect such content.

3. Any matter involving non-renewal, discharge, or probation, where other remedy is provided by law.
- B. Procedure. The following procedures shall be followed in processing arbitrable grievances.
1. Within ten (10) days after written notice of submission to binding arbitration, the District and the Association shall seek agreement upon a mutually acceptable arbitrator who will serve. If the District and the Association are unable to agree upon or get commitment to serve from an arbitrator within the ten (10) day period, a request for a list of arbitrators shall be made to the American Arbitration Association by either party. The parties involved and the arbitrator shall be bound by the rules and procedures of the American Arbitration Association, except as provided below.
 2. Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before the completion of Step 3.
 3. The arbitrator selected shall confer with the Superintendent or designated representative and the Association and hold hearings promptly, and shall issue the decision not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is in violation of the terms of written agreement between the Association and the District. The decisions of the arbitrator shall be submitted to the District and the Association and shall be final and binding on both parties.
 4. The cost for the service of the arbitrator, including per diem expenses, if any, and travel and subsistence expenses and cost of any hearing room shall be borne equally by the District and the Association. All other costs shall be by the party incurring them except as provided in Article 36, Section 36.5, herein.

Section 36.4. Representation.

- A. The District recognizes the Association as the sole and exclusive grievance representative for all certificated employees represented by the Association. The grievant may, at the grievant's option, request the assignment of an Association Representative during formal grievance proceedings. The Association may investigate grievances at any level.
- B. If in the judgment of the Association, a grievance affects a group of certificated employees or the Association, or if the grievance involves more than one supervisor or an administrator above the building level, the grievance may proceed directly from Step 1 to Step 3.

- C. The parties involved may include in the proceedings such witnesses as they deem necessary to develop facts relevant to the grievance.
- D. Nothing herein shall be construed as limiting the right of any certificated employee having filed a formal grievance, to have the problems adjusted without the intervention of the Association provided that: (1) the Association shall be notified of the scheduled meetings; (2) the Association shall be permitted to send a representative to scheduled meetings and may offer an opinion pertinent to the grievance; and (3) the Association shall be notified in writing of the disposition of the grievance. Such notification shall include the reason(s) for the decision.
- E. The Association on its own may continue any grievance filed and later dropped by a grievant, provided that the grievance involves the application or interpretation of the Collective Bargaining Agreement, or any other agreement between the Association and the District, and the Association exercises this option within ten (10) days.
- F. Resolution of grievance shall be consistent with agreements between the District and the Association, and the grievance procedure shall not be used for the purpose of creating new agreements between the District and the Association.

Section 36.5. Supplemental Conditions.

- A. All individuals who might possibly contribute to the acceptable adjustment of a grievance are urged to provide any relevant information that they may have to the grievant or the District at the earliest possible time.
- B. The grievant, District and Association shall cooperate in the investigation of any grievance and shall furnish such information as is required for the processing of any grievance.
- C. No reprisal will follow any involvement in this grievance procedure.
- D. Should the mutually-established meetings related to the investigation or processing of any grievance require that a grievant or an Association representative be released from his/her regular assignment, the release shall be without loss of pay or benefits. Substitute costs shall be borne by the District.
- E. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- F. The Association and the District recognize that confidentiality and good faith are key elements to a successful grievance procedure. Accordingly, both pledge themselves to participate in good faith in the execution of this procedure, and to hold all matters pertaining thereto in confidence and to admonish and require all parties involved to limit the number of additional persons knowing of the grievance to those necessary to a successful resolution and/or implementation.

PART VI - SUBSTITUTES

ARTICLE 37. SUBSTITUTES

Section 37.1. The provisions of this section apply only to represented substitutes as defined in Article 1. Only the sections of this Collective Bargaining Agreement specifically referred to in this Article shall be applied to substitute employees.

Section 37.2. The sections of this Agreement applying to substitutes shall be:

- A. Student Calendar
- B. Article 2 (Management Rights)
- C. Article 5 (Payroll Deductions, Sections 5.1, 5.2 and 5.3 only)
- D. Article 7 (Individual Rights, Sections 7.1 and 7.2 only)
- E. Article 8 (Staff Protection)
- F. Article 9 (Controversial Issues as set out in Section 37.4 below)
- G. Article 31 (Student Discipline)
- H. Article 32 (Safe Working Conditions)
- I. Article 36 (Grievance Procedure)

Section 37.3. It is agreed that substitutes work on call and have no guarantee of employment on a day-to-day basis. When assigning substitutes on a daily basis the following factors will be the basis for selection: principal or supervisor request, teacher request, reports of previous placements, formal training, certification, endorsements, previous substituting experience, immediate availability, demonstrated willingness to accept assignments, length of time with the District and administrative convenience.

Section 37.4. Substitutes are responsible for carrying out their responsibilities as outlined in the Puyallup School District *Substitute Teacher Handbook*, including, but not limited to, following the teacher's lesson plan. Substitutes, however, are protected as regular employees by Article 9, *Teaching of Controversial Issues*.

Section 37.5. The District may elect in which buildings and classrooms to utilize a substitute. A substitute may be excluded from a particular classroom upon request by the classroom teacher, however, the substitute shall be provided with the nature of the complaint and shall have an opportunity to conference with said teacher. The conference shall be arranged through the building administrator. Before deciding not to use a specific substitute in a particular building again because of a complaint(s) regarding that substitute's work, the substitute shall be informed in writing of the nature of the complaint(s) and be given an opportunity to respond to the allegation. A substitute will only be excluded from a particular building if a problem is not remediable as determined by the principal. The Human Resources Department shall review any decision made by a building administrator to not use a specific substitute. However, only when the District decides to drop a substitute from its substitute list is that decision grievable and is grievable only to the extent there is no just cause. For this section, just cause shall include any material or significant breach of the duties of substitutes outlined in the *Substitute Teacher Handbook*, repeated parental complaints, insubordination, unprofessional conduct or conduct which reasonable educators would consider detrimental to students or to their education.

Section 37.6. Substitutes pay shall be .38% of the base salary for teachers. Senior substitutes shall be paid 103% of the regular substitute pay rate. A half-day shall be defined as 4 hours and paid at 54% of the regular substitute full days pay. On LIC Wednesdays, substitutes shall work 4.5 hours and be paid at 60% of the regular substitute full days pay. On the 20th day of work in a single continuing assignment, retroactive to the first day of the assignment, a substitute shall be paid at the per diem rate that employee would receive if paid on the salary schedule for regular employees. Further, when substitutes are placed in assignments known from the outset to extend more than twenty (20) days, that per diem rate shall be paid from day one (1).

Section 37.7. When filling a long-term assignment (anticipated to be 20 days or more), the District may 1) elect to post the position, 2) select from its applicant pool, 3) retain in the position a substitute who can

provide continuity for the program, or 4) fill the assignment from the substitute pool. If the latter option is exercised, the criteria in Section 37.3 shall be utilized.

Section 37.8. After working ninety (90) days in a long-term assignment, substitutes may request that their building administrators or program supervisors complete a formal observation of their work for their files. Pre-conferences and post-conferences shall be optional. The observation form used shall be the same as that used for regular employees by that supervisor. The substitute shall have the option of having the evaluation placed in his/her file. The content and process shall not be subject to the *Grievance Procedure, Article 36*.

Section 37.9. The length of the school day is 7-1/2 hours for substitutes. Except in the case of unusual circumstances, the substitute shall have the same planning time as the employee for which the substitute has been assigned. Substitutes expected to work beyond the 7-1/2 hour work day will be compensated at their extra hourly rate of pay. The hourly rate of pay will be based on a 7-1/2 hour work day and the individual substitute's classification. A substitute assigned to work more than one-half (1/2) day, with prior notice, will be required to work a 7-1/2 hour day.

Section 37.10. Each work site shall identify a mailbox for substitutes to receive copies of general correspondence. Each substitute shall be provided a weekly bulletin, if available, and each site will determine any other appropriate means of communicating staff information to substitutes.

Section 37.11. Substitutes may, upon request, review the contents of the substitute personnel files kept in the Education Service Center and the reports retained at the schools.

Section 37.12. It is agreed that FBI background check, fingerprinting and HIV/Hepatitis B training are conditions of employment, and costs are to be assumed by any person seeking employment in the District. However, if the District requires additional training of represented substitutes, the District agrees to pay a pro rata of the daily substitute rate for attending such training.

Section 37.13. Senior Substitutes: Substitutes who have been active on the District's substitute list more than three (3) school years or who have retired from teaching after at least one year of teaching in this District may apply for "senior substitute status." Senior substitutes will be called in the order of seniority for substitute assignments for other than "same day work" when:

- A. There has been no other substitute specifically requested by a supervisor or teacher;
- B. The substitute has the necessary background and training;
- C. The substitute has demonstrated competence by previous work in the area of the assignment;
- D. The substitute is available when called; and
- E. The substitute has not already been placed in an assignment for that time period.

A person requesting "senior substitute status" must accept the assignment when offered unless:

- 1. The substitute is ill or caring for a dependent family member; or
- 2. The substitute has not requested placement at this grade level (K-3, 4-6, 7-12) or in the subject area of the assignment.

3. The substitute has not requested one week in advance to be excused from assignments during the period of the assignment.

Section 37.14. The District will provide a Job Search Seminar at least once a year for substitutes.

Section 37.15. Information regarding high-risk students shall be incorporated in the substitute folder.

Section 37.16. To the extent possible under the terms of contracts with providers, and to the extent permissible under law, substitutes will be provided medical/dental insurance eligibility as set out below:

1. Any substitute teacher who worked as a substitute teacher for ninety (90) days or more in the District during the immediately preceding school year, and who remains available to work as a substitute in the District, may participate in the Plan by notifying the District before August 15 of his/her desire to participate in the Plan for the upcoming school year.
2. Any substitute teacher participating in the Plan shall be eligible to join, on a self-pay basis, any of the District-approved medical insurance plans or other voluntary insurance plans, subject to any conditions imposed by the District's insurance carriers. The initial payment must be received in the District Payroll Office before August 15.
3. Initially the substitute teacher who is eligible for insurance coverage shall make the first month's payment and a second month's deposit. By the fifth (5th) day of each month thereafter, the substitute teacher shall submit to the District Payroll Office a check in the amount of the premium due.
4. In a month when the substitute teacher fails to deliver payment to the District Payroll Office, the deposit will be forwarded to the insurance carrier as payment. If the deposit is used, the District Payroll Office shall notify the substitute teacher within two weeks that the deposit was used. The substitute teacher shall be solely responsible for leaving another deposit with the District Payroll Office within two weeks to make the premium payment if it is again necessary.
5. Failure to make the required payment to the District Payroll Office as detailed in 1 and 2 above shall serve as the substitute teacher's notice to the District that the substitute teacher wishes to discontinue his/her medical/dental insurance coverage.

Section 37.17. The District shall provide substitute teachers with permanent identification badges.

Section 37.18. When a substitute teacher is asked to cover for another teacher during planning periods or when asked to teach during a planning period that has been "bought out", they shall receive additional compensation.

Section 37.19. The District shall provide a duty free lunch for substitutes traveling between buildings.

Section 37.20. Substitute teachers shall be provided access to district e-mail.

Section 37.21. The District shall notify substitutes of "the handbook" and shall make this accessible.

PART VII - MISCELLANEOUS

ARTICLE 38. SITE-BASED DECISION MAKING

Section 38.1. The parties affirm a principle of modern management that recognizes some kinds of decisions in the operation of an organization are best made by the individuals who actually provide a service. A site-based decision-making philosophy is comprised of three main elements: a) the decentralization and democratization of appropriate building-level decisions; b) delegation of authority to the building principal, the site staff and, where appropriate, parents and community members at that school to make identified changes in the instructional programs of the school which will improve the education being provided for the students; and c) development of responsibility among site staff for the determination, execution, and evaluation of the revised instructional program. Site-based decision making shall involve those who are affected by the decision. Participation shall be direct or through representation of their choosing.

Section 38.2. Site-based decision making shall only address topics and actions that affect the instructional delivery system of a specific school site and may include such items as staff development (building in-service), student discipline, staff utilization, early release days, school goals, programs and priorities and other building instructional concerns, but excluding hiring decisions. Staff may at times be asked for their participation in hiring processes, and their input and reactions to candidates may be solicited.

Section 38.3. Site-based decisions shall not violate Board policies, state law, or this Agreement.

Section 38.4. The parties to this Agreement shall work with any site which needs assistance in fulfilling the intent of this Article. The parties will, in cooperation with existing District staff development efforts, offer staff development (in-service) training and workshops in areas directly related to site-based decision making, including, but not limited to, consensus building, group dynamics, conflict management, and adult communication and learning. Funding for said training may come from block grant funds, 1200 and 1300 funds, and any funds made available by the Shared Leadership Committee. Such training will be available for clock-hour credit.

Section 38.5. Special Services staff members who have no school site to which they are attached per se, and/or no building staff with whom they need to be involved regarding a particular site decision, shall for the purposes of this Article be considered part of a site-based team assigned to the Special Services Office.

ARTICLE 39. SUBCONTRACTING

Bargaining unit work presently held by unit members shall not be contracted to any other employee group or entity, unless no bargaining unit member can be found to perform the work, provided however, that any such position shall be filled for up to one year only, when at such time, it shall be posted in accordance with Section 10.4.1.

ARTICLE 40. NON-INSTRUCTIONAL DETENTION

Supervision of non-instructional detention will be offered at the site, by seniority to certificated employees. If no bargaining unit members desire the work, it may be offered as the District chooses. Payment will be pursuant to Section 22.2.A.

ARTICLE 41. FUNDING

In the event the Legislature substantially reduces Puyallup School District funds, or there is any major financial setback to the District (e.g. substantial enrollment decline, elimination of block grants, levy failure, etc.) and recognizing that program changes are a Board decision, the PEA will still have authentic participation and a significant voice in collaborative discussions of potential District budget reductions. If

this financial setback occurs, this Agreement shall be subject to reopening for bargaining on the various monetary items included therein.

ARTICLE 42. TEACHER ASSISTANCE PROGRAM

The District will follow the listed criteria and processes in implementation of the Teacher Assistance Program in accordance with (WAC 392-196) and the criteria specified.

1. Selection of Mentor and Beginning Teachers

It is recognized that funding may limit the participation of eligible teachers as per WAC 392-196. Thus selection of beginning teacher participants shall be based on their hiring seniority and willingness to participate. In the event a beginning teacher is unable to participate, the next eligible beginning teacher will be contacted by the building principal for participation.

Mentor teachers must meet the criteria specified in the legislation and participation will be on a voluntary basis. Mentor teacher selection will be based on: a) similarity of assignment to the beginning teacher (i.e. same grade level and subject area) and b) a willingness to fully participate in program seminars and related activities.

2. Funding and Compensation

The program will be funded through an allocation provided by the state. Compensation will be based on 75% of the remaining funds to the mentor and 25% to the beginning teacher.

THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN:

PUYALLUP SCHOOL DISTRICT NO. 3 AND PUYALLUP EDUCATION ASSOCIATION

ASSOCIATION PRESIDENT

DATE

BOARD PRESIDENT

DATE

Association Bargaining Team

Keri Farthing
Lydia Garcia
Margaret Langston
Bruce Leonardy
Keri McKenna
Nancy Proudman
Dawn Sosa

District Bargaining Team

Dick Cvitanich
Arturo Gonzalez
Linda Quinn
Larry Sera
Chrys Sweeting
Mark Vetter

**Puyallup School District
Puyallup Education Association
Memorandum of Agreement
June 3, 2005**

Class Sizes

For each year of this contract, an additional 2.0 FTE non-supervisory certificated staff will be given to each of the three comprehensive High Schools, 1.4 FTE non-supervisory certificated staff to Stahl Junior High, 1.2 FTE non-supervisory certificated staff to Aylen, Ballou, Ferrucci and Kalles Junior High Schools and .8 FTE non-supervisory certificated staff to Edgemont Junior High School above the number of staff determined and allocated to them by the District to help in reducing class sizes. This provision is not intended to guarantee a certain level of staffing. This provision shall be in effect for the term of this agreement and shall not continue beyond the duration of this agreement unless specifically agreed to in writing by both parties.

For the District Date

For the Association Date

**Puyallup Education Association
Memorandum of Agreement
June 4, 2005**

Classroom Supplies

Each certificated employee will be reimbursed one hundred dollars (\$100.00) for purchase of classroom supplies during the 2005-06 school year. The reimbursement will increase to one hundred fifty dollars (\$150.00) per employee during the 2006-07 and 2007-08 school years.

For the District Date

For the Association Date

Memorandum of Agreement

June 3, 2005

Professional Certification

The District will provide and/or arrange support for staff members seeking their Professional Certification. Such support will take the form of:

- Facilitators for cohort groups; and/or
- Professional development classes and/or experience to fulfill Professional Certification requirement.
- One (1) release day per school year for portfolio development with critical friend.

National Board Certification

The District will provide support for staff members seeking their National Board Certification. Such support will take the form of:

- Payment of the sixty-five dollar (\$65.00) application fee.
- Two hundred dollars (\$200.00) toward the tuition fee.
- Two (2) release days to work on National Board portfolios and/or exams.
- One (1) release day for a Peer Teacher, selected by the candidate, to assist the candidate with the National Board process.
- Access to District video cameras and other equipment necessary to complete the requirements.
- Paper supplies and copying necessary to complete the National Board portfolios.

For the District

Date

For the Association

Date

**Puyallup School District
Puyallup Education Association**

Memorandum of Agreement

June 4, 2005

Study Committees

ESA Caseload and Workload Balance

The Executive Director of Special Services and other designated administrators will meet early in the fall of 2005 with the PEA President and representatives from Intervention Specialists/ Counselors, Occupation and Physical Therapists, Nurses, Speech Language Pathologists and Audiologists. Each group will meet separately to examine caseload and workload balance issues to determine appropriate and equitable caseload guidelines.

Evaluation

The District and the Association will form a committee to: 1) study existing evaluation indicators, forms, and procedures as they align with current instructional and curricular standards; and (2) make recommendations for better alignment.

The committee will be comprised of sixteen (16) members: the Assistant Superintendent of Human Resources or his/her designee, who will serve as committee chair; the Assistant Superintendent for Teaching and Learning or his/her designee; four (4) administrative representatives appointed by the Superintendent; the Association President or his/her designee; five (5) Association members appointed by the Association President; two (2) PEA members selected by the District; and two (2) administrators selected by the Association.

The committee will be convened during the 2005-06 school year and make its recommendations to the Superintendent and Association President by June 30, 2006. During the 2006-07 school year, changes in evaluation indicators, forms, and/or procedures will be negotiated by the District and the Association; and any necessary training will be provided; and changes may be piloted.

During the 2007-08 school year, any new evaluation indicators, forms, and/or procedures will be fully implemented.

Boundary

During the 2005-06 school year, under the auspices of the Puyallup School District Board of Directors, the District will convene a committee to study school boundaries and recommend appropriate changes. Criteria for determining appropriate changes shall include balancing enrollment and maximizing use of classroom space. The Association shall be given the opportunity to nominate three (3) representatives to serve on the boundary study committee.

Class Size

During the 2005-06 school year, the District will conduct a study regarding the use of non-supervisory certificated FTE and its affect on class sizes District-wide. A plan will be developed by the District recommending how certificated FTE should be allocated. Once recommendations have been approved, District representatives will meet with the Puyallup Education Association President, a member of the 2005 PEA bargaining team and the Uniserv Director to provide them with information regarding the plan and its implementation. The parties will insure that all applicable collective bargaining provisions are identified and applied consistently.

Building Department Coordinators

During the 2005-06 school year, the District will conduct a study regarding the use of Building Department Coordinators and the stipends allocated to each position. The committee will be comprised of six (6) members, three (3) selected by the District, and three (3) by the Puyallup Education Association. Any recommendations from the committee will be presented to the Puyallup School District Administration and the Puyallup Education Association. A course of action will be determined by the parties.

For the District

Date

For the Association

Date

APPENDIX A: BASE SALARY SCHEDULE

PUYALLUP SCHOOL DISTRICT CERTIFICATED BASE SALARY SCHEDULE FOR 182 DAYS* 2005-06

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90 OR Ph.D.
0	31,403	32,251	33,130	34,011	36,837	38,657	37,649	40,476	42,298
1	31,826	32,685	33,575	34,495	37,350	39,161	38,068	40,923	42,733
2	32,228	33,097	33,996	34,986	37,834	39,663	38,489	41,336	43,166
3	32,643	33,520	34,429	35,451	38,293	40,166	38,889	41,729	43,603
4	33,050	33,965	34,880	35,937	38,796	40,683	39,307	42,166	44,054
5	33,471	34,390	35,314	36,430	39,278	41,203	39,733	42,582	44,507
6	33,903	34,802	35,757	36,929	39,763	41,698	40,169	43,004	44,938
7	34,662	35,575	36,543	37,778	40,655	42,643	40,986	43,862	45,851
8	35,774	36,736	37,727	39,065	41,980	44,041	42,272	45,188	47,248
9		37,939	38,979	40,365	43,348	45,480	43,571	46,556	48,688
10			40,245	41,732	44,755	46,958	44,939	47,963	50,164
11				43,139	46,227	48,474	46,346	49,436	51,681
12				44,501	47,740	50,054	47,808	50,947	53,262
13					49,289	51,672	49,322	52,496	54,879
14					50,846	53,351	50,880	54,155	56,558
15					52,169	54,739	52,202	55,563	58,029
16 or more					53,211	55,833	53,246	56,674	59,189

No employee may move into the BA + 135 column after January 1, 1992.

*Base Days 180, LID 2, Total Base Contract Days 182

Base = \$ 31,403

The salaries provided on this salary schedule are dependant upon the State both authorizing and providing funding to the District to pay such salaries. If the State fails to authorize or fund the District to the full extent of the increases stated, the District shall pass through any state funding actually received.

APPENDIX A-1: BASE SALARY SCHEDULE FOR STUDENT DAYS

PUYALLUP SCHOOL DISTRICT CERTIFICATED BASE SALARY SCHEDULE FOR 180 DAYS* 2005-06

Years of Service	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+90</u>	<u>BA+135</u>	<u>MA</u>	<u>MA+45</u>	MA+90 OR Ph.D.
0	31,057	31,896	32,765	33,636	36,431	38,231	37,235	40,030	41,832
1	31,475	32,325	33,206	34,115	36,939	38,729	37,649	40,473	42,262
2	31,873	32,732	33,621	34,601	37,417	39,226	38,065	40,881	42,690
3	32,284	33,151	34,050	35,060	37,871	39,723	38,460	41,269	43,123
4	32,686	33,591	34,496	35,541	38,368	40,235	38,874	41,701	43,569
5	33,102	34,011	34,925	36,029	38,845	40,749	39,295	42,113	44,016
6	33,529	34,419	35,363	36,522	39,325	41,239	39,727	42,530	44,443
7	34,280	35,183	36,140	37,362	40,207	42,173	40,535	43,378	45,346
8	35,380	36,332	37,311	38,634	41,517	43,556	41,806	44,690	46,728
9		37,521	38,550	39,920	42,870	44,979	43,091	46,043	48,151
10			39,802	41,272	44,262	46,440	44,444	47,434	49,612
11				42,663	45,718	47,940	45,835	48,891	51,112
12				44,010	47,214	49,502	47,281	50,386	52,675
13					48,746	51,102	48,778	51,918	54,274
14					50,285	52,763	50,319	53,558	55,935
15					51,594	54,135	51,627	54,950	57,390
16 or more					52,625	55,217	52,659	56,049	58,537

*Along with Learning Improvement Days, these days are considered to be part of the Base Employment Contract.

Base = \$ 31,057

The salaries provided on this salary schedule are dependant upon the State both authorizing and providing funding to the District to pay such salaries. If the State fails to authorize or fund the District to the full extent of the increases stated, the District shall pass through any state funding actually received.

APPENDIX A-2: BASE SALARY SCHEDULE FOR LIDS

PUYALLUP SCHOOL DISTRICT CERTIFICATED BASE SALARY SCHEDULE FOR 2 LEARNING IMPROVEMENT DAYS* 2005-06

Years of Service	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+90</u>	<u>BA+135</u>	<u>MA</u>	<u>MA+45</u>	MA+90 OR Ph.D.
0	346	355	365	375	406	426	414	446	466
1	351	360	369	380	411	432	419	450	471
2	355	365	375	385	417	437	424	455	476
3	359	369	379	391	422	443	429	460	480
4	364	374	384	396	428	448	433	465	485
5	369	379	389	401	433	454	438	469	491
6	374	383	394	407	438	459	442	474	495
7	382	392	403	416	448	470	451	484	505
8	394	404	416	431	463	485	466	498	520
9		418	429	445	478	501	480	513	537
10			443	460	493	518	495	529	552
11				476	509	534	511	545	569
12				491	526	552	527	561	587
13					543	570	544	578	605
14					561	588	561	597	623
15					575	604	575	613	639
16 or more					586	616	587	625	652

Base = \$ 346.00

The salaries provided on this salary schedule are dependant upon the State both authorizing and providing funding to the District to pay such salaries. If the State fails to authorize or fund the District to the full extent of the increases stated, the District shall pass through any state funding actually received.

APPENDIX A-3: BASE SALARY SCHEDULE FOR SUPPLEMENTAL DAYS

PUYALLUP SCHOOL DISTRICT **CERTIFICATED BASE SALARY SCHEDULE FOR 3 REQUIRED SUPPLEMENTAL DAYS*** **2005-06**

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90 OR Ph.D.
0	518	532	546	561	607	637	621	667	697
1	525	539	553	569	616	646	627	675	704
2	531	546	560	577	624	654	634	681	712
3	538	553	568	584	631	662	641	688	719
4	545	560	575	592	639	671	648	695	726
5	552	567	582	600	647	679	655	702	734
6	559	574	589	609	655	687	662	709	741
7	571	586	602	623	670	703	676	723	756
8	590	606	622	644	692	726	697	745	779
9		625	643	665	715	750	718	767	803
10			663	688	738	774	741	791	827
11				711	762	799	764	815	852
12				734	787	825	788	840	878
13					812	852	813	865	905
14					838	879	839	893	932
15					860	902	860	916	957
16 or more					877	920	878	934	976

*These days are authorized through the issuance of a separate contract and are not included in the Base Employment Contract.

APPENDIX A-4: TOTAL COMPENSATION

PUYALLUP SCHOOL DISTRICT CERTIFICATED SALARY SCHEDULE FOR 185 DAYS* 2005-06

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90 OR Ph.D.
0	31,921	32,783	33,676	34,572	37,444	39,294	38,270	41,143	42,995
1	32,351	33,224	34,128	35,064	37,966	39,807	38,695	41,598	43,437
2	32,759	33,643	34,556	35,563	38,458	40,317	39,123	42,017	43,878
3	33,181	34,073	34,997	36,035	38,924	40,828	39,530	42,417	44,322
4	33,595	34,525	35,455	36,529	39,435	41,354	39,955	42,861	44,780
5	34,023	34,957	35,896	37,030	39,925	41,882	40,388	43,284	45,241
6	34,462	35,376	36,346	37,538	40,418	42,385	40,831	43,713	45,679
7	35,233	36,161	37,145	38,401	41,325	43,346	41,662	44,585	46,607
8	36,364	37,342	38,349	39,709	42,672	44,767	42,969	45,933	48,027
9		38,564	39,622	41,030	44,063	46,230	44,289	47,323	49,491
10			40,908	42,420	45,493	47,732	45,680	48,754	50,991
11				43,850	46,989	49,273	47,110	50,251	52,533
12				45,235	48,527	50,879	48,596	51,787	54,140
13					50,101	52,524	50,135	53,361	55,784
14					51,684	54,230	51,719	55,048	57,490
15					53,029	55,641	53,062	56,479	58,986
16 or more					54,088	56,753	54,124	57,608	60,165

*180 Base Contract Days + 2 Learning Improvement Days + 3 Supplemental Days = 185 Days

APPENDIX A: BASE SALARY SCHEDULE

PUYALLUP SCHOOL DISTRICT CERTIFICATED BASE SALARY SCHEDULE FOR 182 DAYS* 2006-07

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90 OR Ph.D.
0	31,937	32,800	33,693	34,589	37,463	39,314	38,290	41,164	43,017
1	32,367	33,241	34,146	35,082	37,986	39,827	38,715	41,619	43,460
2	32,776	33,659	34,574	35,581	38,477	40,337	39,144	42,039	43,900
3	33,199	34,090	35,014	36,054	38,944	40,849	39,550	42,438	44,345
4	33,612	34,543	35,473	36,548	39,456	41,375	39,976	42,883	44,803
5	34,040	34,975	35,914	37,049	39,946	41,903	40,409	43,306	45,264
6	34,480	35,394	36,365	37,557	40,440	42,408	40,852	43,735	45,702
7	35,252	36,180	37,164	38,421	41,346	43,368	41,683	44,607	46,631
8	36,382	37,361	38,368	39,729	42,694	44,790	42,990	45,956	48,052
9		38,584	39,642	41,051	44,085	46,253	44,312	47,348	49,515
10			40,930	42,441	45,516	47,756	45,703	48,778	51,017
11				43,872	47,013	49,299	47,134	50,276	52,560
12				45,257	48,552	50,905	48,621	51,813	54,167
13					50,127	52,550	50,160	53,389	55,812
14					51,710	54,258	51,745	55,076	57,520
15					53,056	55,669	53,090	56,507	59,016
16 or more					54,116	56,782	54,151	57,637	60,195

No employee may move into the BA + 135 column after January 1, 1992.

*Base Days 180, LID 2, Total Base Contract Days 182

Base = \$ 31,937

The salaries provided on this salary schedule are dependant upon the State both authorizing and providing funding to the District to pay such salaries. If the State fails to authorize or fund the District to the full extent of the increases stated, the District shall pass through any state funding actually received.

For 2007-08, the District will pass through any salary increase authorized and provided by the state. If no funds are provided, the salaries for 2006-07 will continue in effect.

APPENDIX A-1: BASE SALARY SCHEDULE FOR STUDENT DAYS

PUYALLUP SCHOOL DISTRICT CERTIFICATED BASE SALARY SCHEDULE FOR 180 DAYS* 2006-07

Years of Service	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+90</u>	<u>BA+135</u>	<u>MA</u>	<u>MA+45</u>	MA+90 OR <u>Ph.D.</u>
0	31,585	32,438	33,322	34,208	37,050	38,881	37,868	40,710	42,543
1	32,010	32,875	33,770	34,695	37,567	39,388	38,289	41,161	42,981
2	32,415	33,288	34,193	35,189	38,053	39,893	38,712	41,576	43,416
3	32,833	33,714	34,628	35,656	38,515	40,399	39,114	41,970	43,856
4	33,242	34,162	35,082	36,146	39,021	40,919	39,535	42,410	44,309
5	33,665	34,590	35,519	36,641	39,506	41,441	39,963	42,829	44,765
6	34,099	35,004	35,965	37,143	39,994	41,940	40,402	43,253	45,198
7	34,863	35,781	36,754	37,997	40,890	42,890	41,224	44,116	46,117
8	35,981	36,949	37,946	39,291	42,223	44,297	42,517	45,450	47,522
9		38,159	39,205	40,599	43,599	45,743	43,823	46,826	48,970
10			40,479	41,974	45,014	47,230	45,199	48,241	50,455
11				43,389	46,495	48,755	46,614	49,722	51,981
12				44,758	48,016	50,344	48,085	51,242	53,570
13					49,575	51,971	49,607	52,800	55,197
14					51,140	53,660	51,175	54,469	56,886
15					52,471	55,056	52,505	55,885	58,365
16 or more					53,520	56,156	53,555	57,002	59,532

*Along with Learning Improvement Days, these days are considered to be part of the Base Employment Contract.

Base = \$ 31,585

The salaries provided on this salary schedule are dependant upon the State both authorizing and providing funding to the District to pay such salaries. If the State fails to authorize or fund the District to the full extent of the increases stated, the District shall pass through any state funding actually received.

For 2007-08, the District will pass through any salary increase authorized and provided by the state. If no funds are provided, the salaries for 2006-07 will continue in effect.

APPENDIX A-2: BASE SALARY SCHEDULE FOR LIDS

PUYALLUP SCHOOL DISTRICT CERTIFICATED BASE SALARY SCHEDULE FOR 2 LEARNING IMPROVEMENT DAYS* 2006-07

Years of Service	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+90</u>	<u>BA+135</u>	<u>MA</u>	<u>MA+45</u>	MA+90 OR Ph.D.
0	352	362	371	381	413	433	422	454	474
1	357	366	376	387	419	439	426	458	479
2	361	371	381	392	424	444	432	463	484
3	366	376	386	398	429	450	436	468	489
4	370	381	391	402	435	456	441	473	494
5	375	385	395	408	440	462	446	477	499
6	381	390	400	414	446	468	450	482	504
7	389	399	410	424	456	478	459	491	514
8	401	412	422	438	471	493	473	506	530
9		425	437	452	486	510	489	522	545
10			451	467	502	526	504	537	562
11				483	518	544	520	554	579
12				499	536	561	536	571	597
13					552	579	553	589	615
14					570	598	570	607	634
15					585	613	585	622	651
16 or more					596	626	596	635	663

Base = \$ 352

The salaries provided on this salary schedule are dependant upon the State both authorizing and providing funding to the District to pay such salaries. If the State fails to authorize or fund the District to the full extent of the increases stated, the District shall pass through any state funding actually received.

For 2007-08, the District will pass through any salary increase authorized and provided by the state. If no funds are provided, the salaries for 2006-07 will continue in effect.

APPENDIX A-3: BASE SALARY SCHEDULE FOR SUPPLEMENTAL DAYS

PUYALLUP SCHOOL DISTRICT CERTIFICATED BASE SALARY SCHEDULE FOR 3 REQUIRED SUPPLEMENTAL DAYS* 2006-07

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90 OR Ph.D.
0	526	541	555	570	618	648	631	679	709
1	534	548	563	578	626	656	638	686	716
2	540	555	570	587	634	665	645	693	724
3	547	562	577	594	642	673	652	700	731
4	554	569	585	602	650	682	659	707	739
5	561	577	592	611	658	691	666	714	746
6	568	583	599	619	667	699	673	721	753
7	581	596	613	633	682	715	687	735	769
8	600	616	632	655	704	738	709	758	792
9		636	653	677	727	762	730	780	816
10			675	700	750	787	753	804	841
11				723	775	813	777	829	866
12				746	800	839	801	854	893
13					826	866	827	880	920
14					852	894	853	908	948
15					875	918	875	931	973
16 or more					892	936	893	950	992

*These days are authorized through the issuance of a separate contract and are not included in the Base Employment Contract.

APPENDIX A-4: TOTAL COMPENSATION

PUYALLUP SCHOOL DISTRICT CERTIFICATED SALARY SCHEDULE FOR 185 DAYS* 2006-07

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90 OR Ph.D.
0	32,463	33,340	34,249	35,159	38,081	39,962	38,921	41,842	43,726
1	32,900	33,789	34,709	35,660	38,612	40,483	39,353	42,305	44,176
2	33,317	34,214	35,144	36,168	39,111	41,002	39,789	42,732	44,624
3	33,746	34,652	35,592	36,648	39,586	41,522	40,202	43,138	45,075
4	34,166	35,112	36,058	37,151	40,106	42,057	40,635	43,590	45,542
5	34,601	35,552	36,506	37,660	40,604	42,594	41,075	44,020	46,010
6	35,048	35,978	36,965	38,176	41,106	43,107	41,526	44,456	46,455
7	35,833	36,777	37,777	39,054	42,027	44,083	42,370	45,343	47,399
8	36,982	37,977	39,001	40,384	43,397	45,529	43,699	46,714	48,844
9		39,220	40,295	41,728	44,812	47,015	45,042	48,128	50,332
10			41,604	43,141	46,266	48,543	46,456	49,582	51,858
11				44,595	47,788	50,111	47,911	51,105	53,426
12				46,003	49,352	51,744	49,422	52,667	55,060
13					50,953	53,417	50,987	54,269	56,732
14					52,563	55,152	52,598	55,984	58,468
15					53,930	56,587	53,965	57,439	59,989
16 or more					55,008	57,718	55,044	58,587	61,188

* 180 Base Contract Days + 2 Learning Improvement Days + 3 Supplemental Days = 185 Total Days

**APPENDIX B: ADDITIONAL ASSIGNMENT SCHEDULE
PUYALLUP SCHOOL DISTRICT
SEPTEMBER 1, 2005 THROUGH AUGUST 31, 2006**

.76% of 1st cell in Appendix A = \$ 238.66		1st Year		2nd Year		3rd Year		4th Year	
HIGH SCHOOL									
Activity Coordinator ¹	12.0	\$2,864	13.1	\$3,126	14.2	\$3,389	15.3	\$3,652	
Annual	12.5	\$2,983	13.2	\$3,150	14.0	\$3,341	14.6	\$3,484	
Athletic Coordinator ²	N/A	\$4,623	N/A	\$4,891					
Band	15.3	\$3,652	16.6	\$3,962	18.0	\$4,296	20.1	\$4,797	
Chorus	14.3	\$3,413	15.4	\$3,675	16.6	\$3,962	17.7	\$4,224	
Debate - Head	12.5	\$2,983	13.2	\$3,150	14.0	\$3,341	14.6	\$3,484	
Drama	12.5	\$2,983	13.2	\$3,150	14.0	\$3,341	14.6	\$3,484	
Journalism	12.5	\$2,983	13.2	\$3,150	14.0	\$3,341	14.6	\$3,484	
Orchestra	10.1	\$2,410	10.9	\$2,601	11.7	\$2,792	12.74	\$3,041	
Musical Production ³	15.0	\$3,580							
Stage	10.3	\$2,458	11.4	\$2,721	11.9	\$2,840	12.6	\$3,007	
JUNIOR HIGH SCHOOL									
Annual/Journalism	8.9	\$2,124	9.7	\$2,315	10.5	\$2,506	11.2	\$2,673	
Athletic Coordinator ⁴	N/A	\$3,698	N/A	\$3,913					
Band	8.9	\$2,124	9.7	\$2,315	10.5	\$2,506	11.2	\$2,673	
Chorus	8.9	\$2,124	9.7	\$2,315	10.5	\$2,506	11.2	\$2,673	
Drama	8.9	\$2,124	9.7	\$2,315	10.5	\$2,506	11.2	\$2,673	
Orchestra	8.9	\$2,124	9.7	\$2,315	10.5	\$2,506	11.2	\$2,673	
ELEMENTARY									
Chorus - Fall	2.5	\$597							
Chorus - Fall/Spring	5.0	\$1,193							
Chorus - Full Year	7.5	\$1,790							
OUTDOOR EDUCATION									
District Coordinator	2.5	\$597							
Camp Week Director	1.5	\$358							
Participating Certificated Staff (1 point only if no overnight stay)	1.5	\$358							

Stipends paid on this schedule shall not be split without the consent of the staff members directly involved.

Prior to the District exercising its authority to not fill a position(s) on Appendix B, the District will meet with Association representatives to collaboratively discuss and explore any and all options.

¹Activity Coordinators shall receive three (3) additional days at their per diem rate.

²Athletic Coordinators shall receive one (1) additional day at their per diem rate. Use of the additional day shall be at the employee's discretion. The stipend for Athletic Coordinator shall be equal to that of the largest stipend held by any coach whose work/sport is overseen by the Athletic Coordinator.

³To be used by the school producing a musical and divided among those participating.

⁴The stipend of Junior High Athletic Coordinators will be 80% of the Senior High Athletic Coordinator stipends. In addition, Athletic Coordinators will receive a total of 2 days at their per diem rate to be used prior to the start of school and six (6) release days to be used during the school year.

**APPENDIX C: BUILDING STIPENDS
PUYALLUP SCHOOL DISTRICT**

Each large elementary (400 FTE students) will receive \$6,419.00, each regular elementary will receive \$5,453.00, each junior high will receive \$10,523.00, and each senior high will receive \$10,242.00, in addition stipends to allocate as building needs dictate, including intramurals. These sums shall not be divided into sums smaller than \$400.00, and any such funds unused may be pooled between the schools. Each building staff shall determine the distribution of said allocations, except that these funds will not be used to pay for stipends for interscholastic athletics established after the effective date of this contract.

Prior to the District adjusting any of the aforementioned allocations, District representatives will meet with Association representatives to negotiate options.

**APPENDIX D-1: CURRICULUM SPECIALISTS
PUYALLUP SCHOOL DISTRICT**

1. If any work is needed in curricular areas, the work will first be offered to the Association members who performed the work during the 2004-05 school year, except in the case that an Association member is no longer available or no longer interested in performing the work. A pool of \$35,000 will be available to support any needed curricular work. Association members will be paid a stipend or the professional hourly rate of pay for the work performed. An Accounting of the use of the \$35,000 will be provided to the Puyallup Education Association at the end of the 2005-06 school year.
2. There will be a .5 FTE release for the Nursing Supervisor plus a \$1,193 stipend for 2005-06. This stipend will be increased when there is an increase to the salary schedule in Appendix A-1.

APPENDIX D-2: BUILDING DEPARTMENT COORDINATORS

PUYALLUP SCHOOL DISTRICT

September 1, 2005 - August 31, 2006

.76% of 1st cell in Appendix A = \$ 238.66		1st Year		2nd Year		3rd Year	
	HS Art	3.0	\$716	4.0	\$955	4.5	\$1,074
	JH Art	2.0		3.0	\$716	3.5	\$835
*	HS Business & Mktg	3.0	\$716	4.0	\$955	4.5	\$1,074
	HS Communications	3.0	\$716	4.0	\$955	4.5	\$1,074
	HS Health	3.0	\$716	4.0	\$955	4.5	\$1,074
*	HS H & FL	3.0	\$716	4.0	\$955	4.5	\$1,074
*	HS LA						
	JH LA	4.0	\$955	5.0	\$1,193	5.5	\$1,313
*	HS Math	5.0	\$1,193	6.0	\$1,432	6.5	\$1,551
	JH Math	4.0	\$955	5.0	\$1,193	5.5	\$1,313
	HS PE	4.0	\$955	5.0	\$1,193	5.5	\$1,313
	JH PE	3.0	\$716	4.0	\$955	4.5	\$1,074
*	HS Science						
	JH Science	4.0	\$955	5.0	\$1,193	5.5	\$1,313
*	HS Social Studies						
	JH Social Studies	4.0	\$955	5.0	\$1,193	5.5	\$1,313
	HS Special Education	4.0	\$955	5.0	\$1,193	5.5	\$1,313
	JH Special Education	3.0	\$716	4.0	\$955	4.5	\$1,074
*	HS Technology	3.0	\$716	4.0	\$955	4.5	\$1,074
	HS World Languages	3.0	\$716	4.0	\$955	4.5	\$1,074
* = Walker HS Stipends							

APPENDIX E-1: PUYALLUP SCHOOL DISTRICT

2005-2006 PEA ELEMENTARY WORK CALENDAR (September-January)

August 29 - Supplemental Day #1 - Math Training

* = No School

August 30 - LID #1 - Cultural Competencies

August 31 - Supplemental Day #2 - .5 Principal, .5 Classroom

SEPTEMBER							<p>*1 LID #2 - Math Training</p> <p>*6 Supplemental Day #3 - .5 Principal, .5 Back to School</p> <p>7 First Day of School</p> <p>14 Fair Day - Early Dismissal 3 1/4 hours - No AM or PM Kindergarten</p> <p>21 Early Dismissal 2 3/4 hours - PM Kindergarten Attends</p> <p>28 Early Dismissal 2 3/4 hours - AM Kindergarten Attends</p>
S	M	T	W	T	F	S	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30		

OCTOBER							<p>5 Early Dismissal 2 3/4 hours - PM Kindergarten Attends</p> <p>12 Early Dismissal 2 3/4 hours - AM Kindergarten Attends</p> <p>*13 No School</p> <p>*14 No School - State Inservice Day</p> <p>19 Early Dismissal 2 3/4 hours - PM Kindergarten Attends</p> <p>26 Early Dismissal 2 3/4 hours - AM Kindergarten Attends</p>
S	M	T	W	T	F	S	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30	31						

NOVEMBER							<p>2 Early Dismissal 2 3/4 hours - PM Kindergarten Attends</p> <p>9 Early Dismissal 2 3/4 hours - No AM or PM Kindergarten</p> <p>*11 No School - Veteran's Day</p> <p>16 Early Dismissal 2 3/4 hours - No AM or PM Kindergarten</p> <p>23 Early Dismissal 2 3/4 hours - No AM or PM Kindergarten</p> <p>*24-25 No School - Thanksgiving Break</p> <p>30 Early Dismissal 2 3/4 hours - AM Kindergarten Attends</p>
S	M	T	W	T	F	S	
		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30				

DECEMBER							<p>6 End of 1st Trimester</p> <p>7 Early Dismissal 2 3/4 hours - PM Kindergarten Attends</p> <p>14 Early Dismissal 2 3/4 hours - AM Kindergarten Attends</p> <p>*19-30 No School - Winter Break</p>
S	M	T	W	T	F	S	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30	31	

JANUARY							<p>*2 No School - Winter Break</p> <p>4 Early Dismissal 2 3/4 hours - PM Kindergarten Attends</p> <p>11 Early Dismissal 2 3/4 hours - AM Kindergarten Attends</p> <p>*16 No School - M.L. King Jr. Day</p> <p>18 Early Dismissal 2 3/4 hours - PM Kindergarten Attends</p> <p>25 Early Dismissal 2 3/4 hours - AM Kindergarten Attends</p>
S	M	T	W	T	F	S	
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30	31					

Emergency Makeup Days - If necessary, emergency makeup days will be held after the last day of school in June.

Lunches - Lunches are served on all early dismissal days with the exception of Fair Day and the last day of school.

Preschool Classes - There are no preschool classes on early dismissal days.

APPENDIX E-1: PUYALLUP SCHOOL DISTRICT

2005-2006 PEA ELEMENTARY WORK CALENDAR (February-June)

FEBRUARY							1 Early Dismissal 2 3/4 hours - PM Kindergarten Attends 8 Early Dismissal 2 3/4 hours - AM Kindergarten Attends 15 Early Dismissal 2 3/4 hours - PM Kindergarten Attends *17-20 No School - Mid-Winter Break 22 Early Dismissal 2 3/4 hours - AM Kindergarten Attends
S	M	T	W	T	F	S	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28					

MARCH							1 Early Dismissal 2 3/4 hours - PM Kindergarten Attends 8 Early Dismissal 2 3/4 hours - No AM or PM Kindergarten 15 Early Dismissal 2 3/4 hours - No AM or PM Kindergarten 20 End of 2nd Trimester 22 Early Dismissal 2 3/4 hours - AM Kindergarten Attends 29 Early Dismissal 2 3/4 hours - PM Kindergarten Attends
S	M	T	W	T	F	S	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		

APRIL							*3-7 No School - Spring Break 12 Early Dismissal 2 3/4 hours - AM Kindergarten Attends 19 Full School Day - WASL Testing - <u>No Early Release</u> 26 Early Dismissal 2 3/4 hours - PM Kindergarten Attends
S	M	T	W	T	F	S	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30							

MAY							3 Early Dismissal 2 3/4 hours - AM Kindergarten Attends 10 Early Dismissal 2 3/4 hours - PM Kindergarten Attends 17 Early Dismissal 2 3/4 hours - AM Kindergarten Attends 24 Early Dismissal 2 3/4 hours - PM Kindergarten Attends *26 No School - Unless Needed for Snow Makeup Day *29 No School - Memorial Day 31 Early Dismissal 2 3/4 hours - AM Kindergarten Attends
S	M	T	W	T	F	S	
	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30	31				

JUNE							7 Early Dismissal 2 3/4 hours - PM Kindergarten Attends 14 Early Dismissal 2 3/4 hours - AM Kindergarten Attends 20 Last Day of School Kindergarten 21 Last Day of School (grades 1-6) - Early Dismissal 3 1/4 hours
S	M	T	W	T	F	S	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30		

Emergency Makeup Days - If necessary, emergency makeup days will be held after the last day of school in June.

Lunches - Lunches are served on all early dismissal days with the exception of Fair Day and the last day of school.

Preschool Classes - There are no preschool classes on early dismissal days.

APPENDIX E-2: PUYALLUP SCHOOL DISTRICT

2005-2006 PEA SECONDARY WORK CALENDAR (September – January)

August 30 - Supplemental Day #1 - Building Directed

* = No School

August 31 - LID #1 - Cultural Competency Training

Supplemental Day #3 - Two evening parent conferences to be scheduled by each building

SEPTEMBER							*6 Supplemental Day #2 - .5 Principal, .5 Back to School 7 First Day of School 14 Fair Day - Early Dismissal 3 1/4 hours 21 Early Dismissal 1 hour 28 Early Dismissal 1 hour
S	M	T	W	T	F	S	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30		
OCTOBER							5 Early Dismissal 1 hour 12 Early Dismissal 1 hour *13 No School - LID #2 *14 No School - State Inservice Day 19 Early Dismissal 1 hour 26 Early Dismissal 1 hour
S	M	T	W	T	F	S	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30	31						
NOVEMBER							2 Early Dismissal 1 hour 9 Early Dismissal 1 hour 10 End 1st Quarter *11 No School - Veteran's Day 16 Early Dismissal 1 hour 23 Early Dismissal 1 hour *24-25 No School - Thanksgiving Break 30 Early Dismissal 1 hour
S	M	T	W	T	F	S	
		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30				
DECEMBER							7 Early Dismissal 1 hour 14 Early Dismissal 1 hour *19-30 No School - Winter Break
S	M	T	W	T	F	S	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30	31	
JANUARY							*2 No School - Winter Break 4 Early Dismissal 1 hour 11 Early Dismissal 1 hour *16 No School - M.L. King Jr. Day 18 Early Dismissal 1 hour 25 Early Dismissal 1 hour
S	M	T	W	T	F	S	
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30	31					

Emergency Makeup Days - If necessary, emergency makeup days will be held after the last day of school in June.

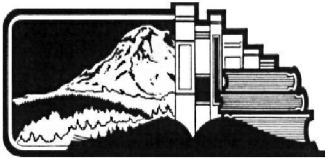
Lunches - Lunches are served on all early dismissal days with the exception of Fair Day and the last day of school.

APPENDIX E-2: PUYALLUP SCHOOL DISTRICT
2005-2006 PEA SECONDARY WORK CALENDAR (February – June)

FEBRUARY							1 Early Dismissal 1 hour 2 End of 1st Semester - Early Dismissal 3 1/4 hours 8 Early Dismissal 1 hour 15 Early Dismissal 1 hour *17-20 No School - Mid-Winter Break 22 Early Dismissal 1 hour
S	M	T	W	T	F	S	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28					
MARCH							1 Early Dismissal 1 hour 8 Early Dismissal 1 hour 15 Early Dismissal 1 hour 22 Early Dismissal 1 hour 29 Early Dismissal 1 hour
S	M	T	W	T	F	S	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		
APRIL							*3-7 No School - Spring Break 12 Early Dismissal 1 hour 17 End 3rd Quarter 18 Junior High Only - Early Dismissal 1 hour 19 Early Dismissal 1 hour 20 Junior High Only - Early Dismissal 1 hour 25 Junior High Only - Early Dismissal 1 hour 26 Early Dismissal 1 hour 27 Junior High Only - Early Dismissal 1 hour
S	M	T	W	T	F	S	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30							
MAY							3 Early Dismissal 1 hour 10 Early Dismissal 1 hour 17 Early Dismissal 1 hour 24 Early Dismissal 1 hour *26 No School - Unless Needed for Snow Makeup Day *29 No School - Memorial Day 31 Early Dismissal 1 hour
S	M	T	W	T	F	S	
	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30	31				
JUNE							7 Early Dismissal 1 hour 14 Early Dismissal 1 hour 21 Last Day of School - Early Dismissal 3 1/4 hours
S	M	T	W	T	F	S	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30		

Emergency Makeup Days - If necessary, emergency makeup days will be held after the last day of school in June.

Lunches - Lunches are served on all early dismissal days with the exception of Fair Day and the last day of school.



**APPENDIX F:
PUYALLUP SCHOOL DISTRICT
Confidential Certificated Evaluation**

NAME _____ **SCHOOL YEAR** _____

EMPLOYEE ID # _____

SCHOOL _____ **GRADE OR SUBJECT** _____

MEETS EXPECTATIONS: Performance meets that expected of a well-trained individual in this classification. (Comments required if requested by evaluator or evaluatee)

NEEDS IMPROVEMENT: Performance generally below expectations.
(Comments and specific recommendations required.)

DOES NOT MEET CRITERION: (Comments and specific
recommendations required.)

1. Professional Preparation and Scholarship	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Knowledge of Subject Matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Instructional Skill	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Classroom Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Handling of Student Discipline and Attendant Problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Interest in Teaching Pupils	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Effort Toward Improvement When Needed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Check one:

- ☐ Short Form: Evaluator and Employee agree to a short form evaluation this school year.
☐ Long Form: Comments and/or Recommendations are included on _____ attached pages.

COMMENTS AND/OR RECOMMENDATIONS:

1. PROFESSIONAL PREPARATION AND SCHOLARSHIP:

2. KNOWLEDGE OF SUBJECT MATTER:

3. INSTRUCTIONAL SKILL:

4. CLASSROOM MANAGEMENT:

5. HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS:

6. INTEREST IN TEACHING PUPILS:

7. EFFORT TOWARD IMPROVEMENT WHEN NEEDED:

*

Signature of Employee

Signature of Evaluator

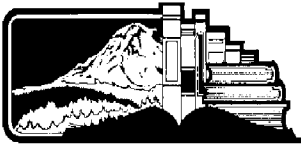
Evaluator's Printed Name

Date

Date

* Signature acknowledges participation in, but not necessarily concurrence with, evaluation conference. Additional comments, and/or recommendations may be made by the evaluator on an attached sheet. The employee also may attach his own statement. The attachment of any comments or statement by either party shall be noted on the evaluation form and shall be signed by both parties.

Copy distribution: Personnel File
Certificated Employee
Principal or Director



**APPENDIX G:
PUYALLUP SCHOOL DISTRICT
Confidential Certificated ESA Evaluation**

NAME _____

SCHOOL YEAR _____

EMPLOYEE ID # _____

SCHOOL _____

GRADE OR SUBJECT _____

MEETS EXPECTATIONS: Performance meets that expected of a well-trained individual in this classification. (Comments required if requested by evaluator or evaluatee)

NEEDS IMPROVEMENT: Performance generally below expectations.
(Comments and specific recommendations required.)

DOES NOT MEET CRITERION: (Comments and specific recommendations required.)

1. Knowledge and Scholarship in Special Field
2. Specialized Skills
3. Management of Special and Technical Environment
4. The Support Person as a Professional
5. Involvement in Assisting Pupils, Parents and Educational Personnel

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Check one:

- ☐ Short Form: Evaluator and Employee agree to a short form evaluation this school year.
☐ Long Form: Comments and/or Recommendations are included on _____ attached pages.

COMMENTS AND/OR RECOMMENDATIONS:

1. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD:

2. SPECIALIZED SKILLS:

3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT:

4. THE SUPPORT PERSON AS A PROFESSIONAL:

5. INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL:

6. RECOMMENDATIONS:

* _____	
Signature of Employee	Signature of Evaluator
_____	_____
	Evaluator's Printed Name
_____	_____
Date	Date

* Signature acknowledges participation in, but not necessarily concurrence with, evaluation conference. Additional comments, and/or recommendations may be made by the evaluator on an attached sheet. The employee also may attach his own statement. The attachment of any comments or statement by either party shall be noted on the evaluation form and shall be signed by both parties.

Copy distribution: Personnel File
Certificated Employee
Principal or Director

**APPENDIX H: YEARS OF EXPERIENCE
PUYALLUP SCHOOL DISTRICT**

Years of experience means the number of years of full-time and part-time professional education employment as of August 31 prior to the current "snapshot" date.

Professional education experience is limited to the following [WAC 392-121-245]:

1. Employment in public or private preschools or elementary and secondary schools in positions which require certification;
2. Employment in public or private vocational-technical schools, community/junior colleges, colleges, and universities in positions comparable to those which require certification in the common schools;
3. Employment in educational institutions in any professional position, including but not limited to, C.P.A., architect, business manager, physician, if employment is in an education agency or institution such as an ESD, OSPI, or the United States Department of Education;

Educational agency or institution, as interpreted for this purpose, means a governmental agency administratively responsible for providing public elementary and/or secondary instruction or educational support services. This does not include school districts nor is it likely to include any agency below the level of a regional education agency such as an ESD.

4. Experience in the following areas if recognized by the district for placement on the district salary schedule:
 - a) Military, Peace Corps, or Vista service which interrupted professional employment;
 - b) Sabbatical leave; and
 - c) For vocational instructors who hold no degree, up to a maximum of six years of management experience acquired after the instructor meets the minimum vocational certification requirements.

NOTES:

- Employment may be in Washington, out-of-state, or in a foreign country.
- Document years of experience in the employee's file on a letter or any other document that provides evidence of employment, including dates of employment [WAC 392-121-280(3)].
- Report all years of experience including those beyond the experience limit of the district's salary schedule [WAC 392-121-245].
- The traditional nine-month academic year is considered as one school year. Count no more than one year of experience for any twelve-month period [WAC 392-121-245].
- Accumulate full- and part-time employment to three decimals and report in tenths of school years [WAC 392-121-215] and [WAC 392-121-245].
- Report substitute days as part-time professional education employment. Calculate years of experience for substitute days, summer school and extended school year days by dividing the

accumulated number of full-time days by 180 and rounding to the nearest tenth. Report partial substitute days as part-time professional education employment by dividing the part of the day worked by the full day as determined by the district and rounded to the nearest tenth of a day [WAC 392-121-245].

EXAMPLE 21

A person worked 87 days full-time one year, 180 days half-time the second year, and 100 days full-time the third year. A full year in the District is 180 days. District files record this experience as $.483 \text{ FTE} + .500 \text{ FTE} + .556 \text{ FTE} = 1.539 \text{ FTE}$. Report 1.5 years of experience.

**APPENDIX I: JOB SHARE GUIDELINES
PUYALLUP SCHOOL DISTRICT**

1. What is the difference between a part-time position, a part-year position and a job share position?	A part-time position is funded as a fraction of a full-time single position, for example, a .5 FTE. A part-year position is a position that is for less than 180 days and, therefore, is reported as a fraction of an FTE, i.e., 160 divided by 180 would be a .89 FTE. A job share exists when two people share the responsibilities of one full-time position at their request.
2. What is the difference in benefits between job share and part-time positions?	Part-time employees will receive a prorated allocation as agreed upon by the District and the bargaining unit. Job share staff will be eligible to share 1 benefit allocation on a prorated basis. Full-year employees at .5 FTE or above are eligible for full TRI, except where staff members are job sharing. In job sharing situations, the two staff members will each receive their respective FTE times the amount for which they would qualify if in a full-time position. Part-time staff members and staff members who are less than .5 FTE will be eligible for a pro rata share of TRI based on their FTE.
3. What about planning/release, the 181st Day and staff meetings?	Planning and release days are prorated based on the job share FTE. Job share partners are each eligible for the 181st Day. One member of the team must attend building planning days and staff meetings. Both members are responsible for keeping abreast of building discussions, issues and concerns.
4. Is the District obligated to share a position?	The District is obligated to consider job sharing when there is an open position.
5. How does one get permission to job share?	Job Share Application forms are available in Personnel. One application is to be completed by each team. All applications for reassignment in a building must be submitted in time to be approved no later than May 1 of the preceding school year, provided however, applications that cause no "domino effect" may be submitted any time before the first student day. Applications for open positions will follow the same timelines required for transfers outlined in Article 10, Section 4, of the Collective Bargaining Agreement.
6. What must be done before a job share request is approved?	<ul style="list-style-type: none"> a) Individuals interested in being reassigned to a job sharing position must identify a job share partner within the current ranks of provisional and continuing District staff who is acceptable to the building principal. If no job share partner is found in the ranks of current employees, the job share is posted. b) The potential job share team must then identify the position they wish to share. c) The Job Share Application form must be completed by the team requesting the job share, approved or disapproved by the principal and returned to the Personnel Office for review.
7. Can a job share team work	Alternating weeks if approved by a Principal and District

alternating weeks?	designee.
8. Who authorizes a job share?	The Director of Human Resources will authorize a job share after reviewing the recommendation of the building principal.
9. What will be the basis for consideration of job share requests?	The consideration will be based on administrative and program needs. The District will maintain a limited number of job share opportunities per building depending on the number of administrators, staff and special programs. If a job share application is rejected, a written rationale for the denial will be provided if requested.
10. What happens to an individual's contract when job sharing?	The individual retains the present year FTE and will be placed on leave for the portion of the FTE being shared, e.g., 1.0 FTE equals .5 leave and .5 assigned.
11. How long is a position job shared?	One school year. Job share teams will have the opportunity to reapply in the following spring.
12. Can a job share be started mid-year?	The creation of job shares mid-year would be most unusual. All requests to be reassigned to a job share must be submitted pursuant to guideline #5.
13. Can job shared teams trade scheduled days?	Yes, with prior approval of the building administrator.
14. Can one team member substitute for another team member?	Yes. The request must be made through the Substitute Office and the pay for substituting will be at the regular substitute rate.
15. To whom is the job share position assigned?	<p>a) Where a position already belongs to one team member, it remains that member's position when the job share team dissolves.</p> <p>b) Where a position is "open," it shall be assigned to the senior member of the team (by building and then by District seniority).</p>
16. What happens when both members want to end the job share?	The person whose position was shared retains the position unless staff reduction provisions of the contract have been implemented. The other member may remain in the building if there is a position available; otherwise, that member must transfer. If one or both members of a team wish to job share with new partners, the application process must start over again.
17. Is special consideration for continued job sharing given to anyone?	Yes. Special consideration is given to job share teams that were in existence prior to the 1993-94 school year because at the time of the creation of those teams, the guidelines were not in place.

APPENDIX J: LEARNING IMPROVEMENT CALENDAR PUYALLUP SCHOOL DISTRICT

(1) Definitions: The term Educational Staff Associate (ESA) shall include the following certificated staff members: Occupational Therapists (OT), physical therapists (PT), speech-language pathologists (SLP), audiologists, nurses, psychologists, counselors, and behavioral (interventionist) specialists.

(2) Definition for CSIP Team: Comprehensive School Improvement Plan Team. At the beginning of each school year, all building staff will have an opportunity to join the CSIP team. Members of the CSIP team will reflect a cross-section of the diversity within the school and community. Members will be selected by an open procedure as outlined by each school's CSIP team. Membership is to include at a minimum: the building Principal, a teacher, a support staff member, a parent and a student, when appropriate.

(3) LIC Implementation Support: We recognize that the Learning Improvement Calendar represents a new mode of operation in our School District and, as with most new processes and procedures, its implementation may present some challenges and concerns. Prior to the implementation of the following process, a staff member(s) should first address any concerns with a member of the CSIP team and/or the Principal.

If concerns are not resolved, the District and the Association will form an LIC Implementation Support Team made up of two District administrators and two members selected by the PEA to address concerns related to the use and/or implementation of any aspect of the LIC. Such concerns may be expressed by either a PEA member to the PEA President or a Principal to the Assistant Superintendent for Human Resources. Once the concern has been expressed, the LIC Implementation Support Team will be activated to review the concern in light of the intent of the contract and facilitate a solution. The administrative members of this team shall not include either the Principal or the Assistant Principal of the school that is the focus of concern. Likewise, the PEA representatives shall not be members of the staff of the school in question. Whenever possible, at least one member of the team will have served on the PEA and the PSD bargaining team that developed the contract language regarding the LIC.

(4) Part-Time Employees/ LIC: Part time employees will participate in Learning Improvement work if they are assigned to work on the Learning Improvement day and they are scheduled to work in the afternoon. On a case-by-case basis, part-time certificated employees may request and seek authorization by the building administrator to participate on a Wednesday and be paid at the professional hourly rate of pay.

(5) Supervision Duty on Learning Improvement Calendar Days: No certificated staff will be required to perform bus duty in the afternoon on any Wednesday Learning Improvement Day.

(6) Elementary Level: There will be a two and three quarter hour (2.75) early release at the elementary level. Learning Improvement Calendar Days shall be used as follows:

1. **Principal/Professional Development Day:** For work planned by the Principal/District. Principals may use this day for the monthly staff meeting if they so choose. On this day, Principals will clarify with staff what will be occurring on the next Collaboration and Teaming Day, and will allow for staff input.
2. **Collaboration and Teaming Day:** For collaboration and team work aimed at addressing the Comprehensive School Improvement Plan. The work on these days will be facilitated by the building CSIP team with input from the staff. Such work may include but not be limited to: Collaborative assessment of student work, professional development, short/long range

planning, curriculum development and/or alignment, grade level meetings, job-alike meetings, vertical teaming, and/or study groups. At a minimum, half of the time will be used for implementation of this work. A tentative plan for Collaboration and Teaming Days will be presented to the staff for input by October 31.

3. **Evaluation and Conference Day:** For self-directed work including but not limited to:
 - a. Preparing and analyzing student work or assessments;
 - b. Communicating to parents through conferences or by phone, newsletters, and/or e-mail;
 - c. Collaborating with specialists or ESAs on IEPs or 504 Plans;
 - d. Aligning work to the EALRs;
 - e. Developing and/or reviewing Student Learning Plans;
 - f. Participating in SRC meetings or other staffing; and/or
 - g. Doing any other work deemed necessary by the educator to fulfill his/her commitment to the total child.

The expectation is that each teacher will hold at least one face-to-face conference with every student's parent/guardian during the first semester of the school year. During the second semester, the expectation is that teachers will hold face-to-face conferences with parents/guardians on an "as needed basis" as requested by either the teacher or parent/guardian.

4. **Individual Planning Day:** For self-directed planning and/or other work focused on meeting the needs of the total child.
5. The attached Elementary calendar chart identifies the type of LIC work that is to be performed on specific LIC early release days.
6. For any given month, the principals and the building staff may have the flexibility to change the order of the days. Any changes to the LIC must be made by October 15 for the first semester and February 1 for the second semester.

Elementary LIC Conferences

1. Evening conferences may be scheduled at each site to accommodate parents. Each building may designate at least one evening conference date per semester. To the extent possible, a principal or designated district administrator will be present at evening conferences. Needs related to night conferences (i.e. heat, lighting) should be communicated to the principal or designee.
2. If an evening conference is held, principals shall compensate employees by allowing them to leave early on another evaluation and conference day.
3. There will be no half-day kindergarten classes on Evaluation and Conference Days in November and March.

(7) Secondary Level: There will be a one-hour early release at the secondary level. Learning Improvement Calendar days shall be used as follows:

1. **First LIC Early Release Day:** Principal/Professional Development Day for work planned by the Principal/District. Principals may use this day for the monthly meeting if they so choose.
2. **Second LIC Early Release Day:** Collaboration work focused on Student Learning Improvement (CSIP). The work on these days will be directed by the building CSIP team with input from the staff. Such work shall include but not be limited to: CSIP development/review, short/long range planning, curriculum development and/or alignment, grade level meetings, job-alike meetings, vertical teaming, and/or study groups. The CSIP Team will present a plan for Collaboration days to the staff for input.
3. **Third LIC Early Release Day:** Department collaboration work focused on Student Learning Improvement (CSIP). These may not be traded at the building level, and may include District Department meetings. Collaboration time shall be with building departments, District departments or building interdisciplinary teams.
4. **Fourth LIC Early Release Day:** Self-directed planning and/or other work focused on meeting the needs of the total child.
5. If there is a fifth LIC Early Release Day in any month, the time will be used for individual planning. If there are only three LIC Early Release Days in a month, the collaboration time will be eliminated and the individual planning time substituted in its place.
6. For any given month, principals and the building staff may have the flexibility to change the order of the days. Any changes to the LIC must be made by October 15 for the first semester and February 1 for the second semester.

(8) ESA's: Learning Improvement Calendar days shall be used as follows:

1. First LIC Early Release Day: For work planned by Coordinators, professional development, or collaboration.
2. Second LIC Early Release Day: For work planned by a designated district administrator.
3. Third LIC Early Release Day: For writing reports, IEP's and conferencing.
4. Fourth LIC Early Release Day: For individual planning.
5. If there is a fifth LIC Early Release Day in any month, the time will be used for individual planning. If there are only three LIC Early Release Days in a month, the designated district administrator time will be eliminated and the individual planning time substituted in its place.
6. For any given month, a program (OTs/PTs, SLPs, etc.) may have the flexibility to change the order of the days. Any changes to the LIC must be made by October 1 for the first semester and February 1 for the second semester.
7. It is important for ESAs to participate in LIC work in the building in which their role directly impacts student achievement and to be involved in collaborative work, professional development and job-alike meeting with their peers. An ESA will communicate with his/her

principal/supervisor as to the activity he/she plans to attend. If there is a conflict between Administrators as to what activity an ESA should attend, the Administrators will resolve the matter.

(9) Specific Requirements

1. No non-emergency mandatory building meetings will be called during planning time.
2. Any and all Learning Improvement staff development or meetings shall end on or before the end of the regular employee workday.
3. Walker High School will not participate in the LIC in order to accommodate their unique needs.

ELEMENTARY CALENDAR OF LIC ACTIVITIES

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1 st	X	PR	PR	PR	PR	PR	PR	X	PR	PR
2 nd	Fair	EC	EC	I	EC	I	EC	I	EC	CT
3 rd	CT	CT/VT	EC	X	CT	CT	EC	X	CT	I
4 th	I	I	EC	X	I	EC	EC	CT	I	
5 th			I	X			I		I	

EC - Evaluation & Conference

PR - Principal / Prof Dev

CT - Collaboration & Teaming

I - Individual Planning

X - No LIC Early Release

VT - Vertical Teaming

SECONDARY CALENDAR OF LIC ACTIVITIES

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1 st	X	PR	PR	PR	PR	PR	PR	X	PR	PR
2 nd	Fair	Dept	C	I	C	C	C	PR	C	I
3 rd	Dept	C/VT	Dept	X	Dept	Dept	Dept	W (JH) I (H)	Dept	Dept
4 th	I	I	I	X	I	I	I	W (JH) Dept (H)	I	X
5 th			I				I		I	

Dept - Department

PR - Principal / Prof Dev

C - Collaboration

I - Individual Planning

W - WASL Schedule

J - Junior High Only

H - High School Only

VT - Vertical Teaming

X - No LIC Early Release

If the state changes the date of WASL administration, the Association and the District by mutual agreement will make appropriate changes in the LIC calendar.